

DU PAGE COUNTY

Transportation Committee

Final Summary

Tuesday, December 3, 2024	10:00 AM	Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Mary Ozog welcomed the new County Board members to the Transportation Committee meeting.

4. STAFF RECOGNITIONS

County Engineer Bill Eidson recognized Theresa Smith, Transportation Program Manager, for her 10 year anniversary with DuPage County. She is responsible for managing federal funding, real estate, and coordinating with Townships on their state motor fuel tax funding.

5. **PUBLIC COMMENT**

No public comments were offered.

6. APPROVAL OF MINUTES

6.A. <u>24-3079</u>

DuPage County Transportation Committee Meeting Minutes-Tuesday November 19, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sam Tornatore

7. **PROCUREMENT REQUISITIONS**

7.A. <u>24-3076</u>

Recommendation for the approval of a contract to Atlas Bobcat, LLC, to furnish and deliver Bobcat repair and replacement parts, as needed for the Division of Transportation, for the period January 1, 2025 through November 30, 2025, for a contract total not to exceed \$15,000. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - direct replacement of compatible equipment parts.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7.B. <u>24-3160</u>

Recommendation for the approval of a purchase order issued to Vue Robotics, LLC, for a one-year subscription to the ARC1/OMNIVUE System for road pavement monitoring and weather services, for the Division of Transportation, for the period of December 11, 2024 through December 10, 2025, for a contract total not to exceed \$22,949.90. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole source - sole authorized provider.)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7.C. <u>DT-P-0058-24</u>

Recommendation for the approval of a contract to HazChem Environmental Corporation, to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$40,000) and Stormwater Management (\$10,000), for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$50,000; per renewal option under quote # 21-094-DOT, third and final renewal.

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

Motion to Combine Items 7.D. through 7.K.

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7.D. <u>DT-P-0059-24</u>

Recommendation for the approval of a contract to Atlas Bobcat, to furnish and deliver one (1) E35 Bobcat compact excavator, for the Division of Transportation, for the period of December 11, 2024 through November 30, 2025, for a contract total not to exceed \$61,550.44; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #020223-CEC).

7.E. **<u>DT-P-0060-24</u>**

Recommendation for the approval of a contract to Equipment Depot of Illinois, Inc., to furnish and deliver one (1) new Genie Electric Boom Lift, for the Division of Transportation, for the period of December 11, 2024 through November 30, 2025, for a contract total not to exceed \$75,244; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #020923-TER).

7.F. **<u>DT-P-0061-24</u>**

Recommendation for the approval of a contract to Atlas Bobcat, to furnish and deliver one (1) T770 T4 Bobcat track loader, for the Division of Transportation, for the period of December 11, 2024 through November 30, 2025, for a contract total not to exceed \$84,028.33; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #020223-CEC).

7.G. **<u>DT-P-0062-24</u>**

Recommendation for the approval of a contract to Altec Industries, Inc., to furnish and deliver one (1) new AF1472 Chipper Truck, as needed for the Division of Transportation, for the period December 11, 2024, through November 30, 2025, for a contract total not to exceed \$142,219; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #110421-ALT).

7.Н. **<u>DT-P-0063-24</u>**

Recommendation for the approval of a contract to H.W. Lochner, Inc., to provide Professional Services for development of a Concept Study for an Active Transportation Plan, for the Division of Transportation, Section 24-ATPLN-00-PL, for the period of December 10, 2024 through October 31, 2026, for a contract total not to exceed \$147,851.66. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

Discussion held.

7.I. <u>DT-P-0064-24</u>

Recommendation for the approval of a contract to Lakeside International, LLC, to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period December 11, 2024 through November 30, 2025, for a contract total not to exceed \$150,000; per lowest responsible bid #24-119-DOT.

7.J. <u>DT-P-0065-24</u>

Recommendation for the approval of a contract to Parsons Transportation Group, Inc., for Professional Traffic Engineering Assistance and Signal Coordination and Timing (SCAT), upon request of the Division of Transportation, Section 24-0SCAT-05-EG, for the period December 10, 2024 through October 31, 2026, for a contract total not to exceed \$180,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

7.K. **<u>DT-P-0066-24</u>**

Recommendation for the approval of a contract to d'Escoto, Inc., to provide Professional Phase I Engineering Services, for the Division of Transportation, for the 91st Street sidewalk enhancements, Section 24-WCCPM-01-SW, for the period of December 10, 2024 though October 31, 2026, for a contract total not to exceed \$292,448.90. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

APPROVED THE CONSENT AGENDA
Mary Ozog
Sam Tornatore
Covert, Evans, Ozog, Tornatore, Zay, and Honig

8. CHANGE ORDERS

8.A. <u>24-3225</u>

DT-R-0071A-23 – Amendment to Resolution DT-R-0071-23, issued to H & H Electric Company, for traffic signal UPS and communications upgrades at various locations within DuPage County, Section 22-DCITS-01-TL, to increase the funding in the amount of \$2,581.94, resulting in an amended contract total amount of \$733,629.26, an increase of .035%.

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

8.B. <u>24-3227</u>

DT-P-0341A-21 - Amendment to Resolution DT-P-0341-21 issued to Genuine Parts Company d/b/a/ Napa Auto Parts, to increase the funding in the amount of \$70,000; resulting in an amended contract total amount of \$670,000, an increase of 11.67%.

RESULT: APPROVED AND SENT TO FINANCE

MOVER:Mary OzogSECONDER:Sadia Covert

9. **RESOLUTIONS**

9.A. **DT-R-0044-24**

Resolution approving the use of County owned land and future financing for the DuPage County Division of Transportation's proposed Highway Maintenance Facility.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay
AYES:	Covert, Evans, Ozog, Tornatore, Zay, and Honig

10. INTERGOVERNMENTAL AGREEMENTS

10.A. DT-R-0045-24

Intergovernmental Agreement between the County of DuPage and City of West Chicago for the installation and any future maintenance of lighted street name signs at the intersections of Roosevelt Road (IL 38) and CH18/Kress Road and at Roosevelt Road (IL 38) and CH 21/Fabyan Parkway. Estimated County cost \$10,000.

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

10.B. **DT-R-0046-24**

Intergovernmental Agreement between the County of DuPage and Village of Elk Grove Village for the construction and maintenance responsibilities of the CH 8/York Road multi-use path, Section 24-00171-09-FP. Estimated County cost \$149,500.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

10.C. **DT-R-0047-24**

Intergovernmental Agreement between the County of DuPage and Village of Bensenville for the construction and maintenance responsibilities of the CH 8/York Road multi-use path, Section 24-00171-09-FP. Estimated County cost \$557,031.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

11. INFORMATIONAL

11.A. **FM-P-0043-24**

Recommendation for the approval of a contract to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data and communication, networking, and security products, as needed for various County facilities, for Facilities Management, Public Works, Stormwater, and the Division of Transportation, for the period February 1, 2025 through January 31, 2029, for a total contract not to exceed \$852,160. (Facilities Management \$455,000, Public Works \$345,000, Stormwater \$32,000, and the Division of Transportation \$20,160). Contract pursuant to the Intergovernmental Cooperation Act Omnia Partners Contract #EV-2370.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

12. PRESENTATION

12.A. **<u>24-3185</u>**

EBDRT website launch presentation.

Chief Transportation Planner, John Loper, welcomed the newest member of his team, "Kiko" Mari who will be working with asset management and GIS.

John Loper also announced an upcoming virtual open house for the Countywide safety action plan.

He also shared with the Transportation Committee a link to a new website, estimated to go live on the 10th of December, which will provide the public with access to

information on the East Branch of the DuPage River Trail projects. There will be a place for comments and questions. Staff requests members review and comment on the website and that they allow DuDOT to advertise the website through Board newsletters. The link can be found at https://ebdrt2019.wixsite.com/2024-update

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned at 10:25 AM, with a motion from Chair Ozog and a second from Member Tornatore. The motion carried on a voice vote, all "ayes".



Minutes

File #: 24-3079

Agenda Date: 12/3/2024

Agenda #: 6.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

Tuesday, November 19, 2024	10:00 AM	Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

No Chair remarks were offered.

4. **PUBLIC COMMENT**

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. <u>24-3007</u>

DuPage County Transportation Committee Meeting Minutes-Tuesday November 5, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. CHANGE ORDERS

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

A motion was made by Chair Ozog and seconded by Member Chaplin to combine items 6.A. through 6.E. The motion was approved on voice vote, all "ayes".

6.A. <u>24-3008</u>

Civiltech Engineering, Inc. PO #6261-0001-SERV-Contract extension through October 31, 2025.

6.B. <u>24-3009</u>

Santacruz Land Acquisitions PO #5975-0001-SERV-Contract extension through October 31, 2025.

6.C. <u>24-3027</u>

Chastain & Associates PO #6397-0001-SERV-Contract extension through October 31, 2025.

6.D. <u>24-3028</u>

HW Lochner PO #6396-0001-SERV-Contract extension through October 31, 2025.

6.E. <u>24-3029</u>

Primera Engineers PO #6398-0001-SERV-Contract extension through October 31, 2025.

RESULT:	APPROVED THE CONSENT AGENDA
AYES:	Chaplin, Ozog, Tornatore, and Zay
ABSENT:	Covert, and Evans

7. AMENDING RESOLUTIONS

7.A. <u>24-3016</u>

DT-P-0019A-24 - Amendment to DT-P-0019-24, issued to Peterbilt Illinois-Joliet Inc. dba JX Truck Center, to furnish and deliver Cummins engine repair and parts, as needed for the Division of Transportation, to increase the encumbrance in the amount of \$25,000, resulting in an amended contract total amount of \$85,000, an increase of 41.67%.

Member Evans joined the meeting at 10:02 A.M.

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

8. **PROCUREMENT REQUISITIONS**

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

A motion was made by Chair Ozog and seconded by Member Chaplin to combine items 8.A. through 8.C. The motion was approved on voice vote, all "ayes".

8.A. <u>24-3010</u>

Recommendation for the approval of a contract issued to Carahsoft Technology Corporation, to provide five (5) OpenRoads Designer SELECT license renewals/subscriptions, for the Division of Transportation, for the period of December 1, 2024 through November 30, 2025, for a contract total amount not to exceed \$16,210. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

8.B. <u>24-3017</u>

Recommendation for the approval of a contract purchase order to MDSolutions, to furnish and deliver sign post reflectors and linear delineation panels, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$21,500. Per lowest responsible bid #23-058-DOT, first of three renewals.

8.C. <u>DT-P-0052-24</u>

Recommendation for the approval of a contract purchase order to Lightle Enterprises of Ohio, LLC, to furnish and deliver roll-up signs, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$40,020. Per lowest responsible bid #23-058-DOT, first of three renewals.

RESULT:	APPROVED THE CONSENT AGENDA
AYES:	Chaplin, Evans, Ozog, Tornatore, and Zay
ABSENT:	Covert

MOTION TO COMBINE ITEMS 8.D. THROUGH 8.H.

A motion was made by Chair Ozog and seconded by Member Chaplin to combine items 8.D. through 8.H. The motion was approved on voice vote, all "ayes".

8.D. <u>DT-P-0053-24</u>

Recommendation for the approval of a contract to Mandel Metals, Inc., d/b/a US Standard Sign Company, to furnish and deliver aluminum sign blanks, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$49,667.88. Per lowest responsible bid #23-058-DOT, first of three renewals.

8.E. **DT-P-0054-24**

Recommendation for the approval of a contract to Imperial Lubes and Supply, to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$50,000; per lowest responsible bid #24-101-DOT.

8.F. <u>DT-P-0055-24</u>

Recommendation for the approval of a contract purchase order to Lightle Enterprises of Ohio, LLC, to furnish and deliver sign faces, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$65,107.67. Per lowest responsible bid #23-058-DOT, first of three renewals.

8.G. **<u>DT-P-0056-24</u>**

Recommendation for the approval of a contract purchase order to MDSolutions, to furnish and deliver sign posts, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$75,461.20. Per lowest responsible bid #23-058-DOT, first of three renewals.

8.H. <u>DT-P-0057-24</u>

Recommendation for the approval of a contract purchase order to Lightle Enterprises of Ohio, LLC, to furnish and deliver reflective sheeting rolled goods, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$90,000. Per lowest responsible bid #23-058-DOT, first of three renewals.

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

9. OLD BUSINESS

Member Zay asked about the lane closures on Geneva Road. County Engineer Bill Eidson stated that there should be an update later this week and it is hoped to restore the two-way traffic on the bridge by later this year.

Member Zay also commented on the study for the new DuDot maintenance facility, noting the study has been ongoing and coordinated with the other Committees. Discussion was held.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 10:14 A.M., with a motion from Chair Ozog and a second by Member Chaplin. The motion carried on roll call all "ayes".



File #: 24-3076

Agenda Date: 12/3/2024

Agenda #: 7.A.



General Tracking		Contract Terms	
			1
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:
	Sole Source	OTHER	\$15,000.00
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
TRANSPORTATION	12/03/2024	3 MONTHS	
MANSFORTATION	12/03/2024		\$15,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
	\$15,000.00	ONE YEAR	INITIAL TERM
Vendor Information		Department Information	
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:
Atlas Bobcat, LLC	10309	Division of Transportation	Roula Eikosidekas
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:
Todd Swartz	847-678-3633	630-407-6920	roula.eikosidekas@dupagecounty. gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	
tswartz@atlasbobcat.com		24-1500-74	

Overview

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

DOT Fleet is requesting a purchase order from Atlas Bobcat, LLC to furnish and deliver bobcat OEM repair and replacement parts on an as-needed basis. This contract shall be effective January 1, 2025 through November 30, 2025, for a contract total not to exceed \$15,000.00 - (sole authorized provider for OEM quality part).

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

Repair and replacement parts for the County owned and operated fleet of bobcat equipment and implements.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

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

SECTION 3: DECISION MEMO			
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).		

Form under revision control 05/17/2024

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION				
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.			
	SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES			
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.			
	Atlas Bobcat, LLC is the original equipment manufacturer (OEM) for bobcat repair and replacement parts.			
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.			
	Yes			
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.			
	Per letter attached dated November 6, 2024 from the sale manager stating that Atlas Bobcat is the sole bobcat authorized vendor to service in Cook, Will, DuPage, Kane and Grundy County. Atlas Bobact is responsible for sales, parts and five service location throughout the areas Elk Grove Village, Mokena, Wauconda, West Chicago and Yorkville.			

	SECTION 5: Purchas	se Requisition Informat	ion	
Send Purchase Order To:		Send	Send Invoices To:	
Vendor: Atlas Bobcat, LLC	Vendor#: 10309	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Todd Swartz	Email: tswartz@atlasbobcat.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 1160 McCabe Avenue	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton	
State: IL	Zip: 60007	State: IL	Zip: 60187	
Phone: 847-678-3633	Fax:	Phone: 630-407-6900	Fax:	
Se	nd Payments To:	Ship to:		
Vendor: Atlas Bobcat, LLC	Vendor#: 10309	Dept: Division of Transportation	Division: Fleet Department	
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov	
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton	
State:	Zip:	State: IL	Zip: 60187	
Phone:	Fax:	Phone: 630-407-6931	Fax:	
Shipping		Contract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2025	Contract End Date (PO25): Nov 30, 2025	

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		Bobcat (OEM) Repair & Replacement Parts	FY25	1500	3520	52250		15,000.00	15,000.00
FY is required, ensure the correct FY is selected. Requisition Total \$							\$ 15,000.00				

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver bobcat repair and replacement OEM parts for the DOT fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Todd Swartz, Bill Bell and Mike Figuary.
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.





ELK GROVE VILLAGE, IL MERRILLVILLE, IN MOKENA, IL WAUCONDA, IL WEST CHICAGO, IL YORKVILLE, IL

Atlas Bobcat Shop and Field labor Rates FY25

In shop repairs. \$175.00 Per hour.

Field service repairs. \$185.00 Per hour for both on-site and travel time. Plus, a once per call \$89.00 Mobile technician fee.

OEM Parts. Discount of 10% from the Atlas catalog list price.

Please contact Steve Herbert with any questions sherbert@atlasbobcat.com



WWW.ATLASBOBCAT.COM



Atlas Bobcat, LLC. 1160 McCabe Ave. Elk Grove Village, IL 60007 Todd Swartz 847.529.1191

DuPage County 140 N. County Farm Road Wheaton, IL 60187 (630) 407-6920

November 6, 2024

To Whom It May Concern,

Atlas Bobcat, LLC is the sole source Bobcat vendor authorized to service Cook, Lake, Will, DuPage, Kane, Kendall, Grundy County, and Dekalb County. Atlas Bobcat, LLGs responsible for Sales, Parts, and Service. We have seven locations throughout the area, Elk Grove Village, Mokena, Wauconda, West Chicago, Yorkville, Merrillville, and Dekalb. Because of the technical nature of the equipment, it is advised that our local customer deal directly with our local Atlas Bobcat locations. Our factory trained staff are equipped to accommodate the needs of our customers in a timely and cost efficient manner.

Signature on file

Thanks, Todd Swartz <u>tswartz@atlasbobcat.com</u> Sales Manager/Special Accounts

CUNTY OF THE ACT

Required Vendor Ethics Disclosure Statement

Date: 11-6-24

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

Bid/Contract/PO #:

Company Name: Atlas Bobcat, LLC	Company Contact:	Todd Swartz
Contact Phone: 847.529.1191	Contact Email:	tswartz@atlasbobcat.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements. Authorized Signature Signature on file

Printed Name	Todd Swartz
Title	Special Accounts Sales Manager
Date	11-6-24

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



File #: 24-3160

Agenda Date: 12/3/2024

Agenda #: 7.B.



This form must accompany all Purchase Order Requisitions

General Tracking		Contract Terms				
FILE ID#: 24-3160	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$22,949.90			
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH AL RENEWALS: \$22,949.90			
	CURRENT TERM TOTAL COST: \$22,949.90	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM			
Vendor Information		Department Information				
VENDOR: Vue Robotics LLC	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas			
VENDOR CONTACT: Patrick Baglien	VENDOR CONTACT PHONE: 574-340-6226	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov			
VENDOR CONTACT EMAIL: patrick@vuerobotics.io	VENDOR WEBSITE:	DEPT REQ #: 24-1500-80				

Overview

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

DOT is requesting a purchase order issued to Vue Robotics LLC for a one-year subscription to the ARC1/OMNIVue System for road pavement monitoring and weather services. This contract will be effective from December 11, 2024, to December 10, 2025, for a total contract not to exceed \$22,949.90 (Sole Source Section 2-350).

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

This purchase will enable DOT to monitor real-time roadway conditions and environmental sensors across multiple locations throughout DuPage County. This will help with data-driven decision-making and management of snow and ice operations.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

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

	SECTION 3: DECISION MEMO
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).

Form under revision control 05/17/2024

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
	SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
	Vue Robotics is the sole authorized provider of the ARC1 Weather Monitoring System, which enables remote monitoring of roadway pavement conditions using the provided hardware.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
	The market was evaluated on November 18, 2024. Vue Robotics was determined to be the sole provider.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.
	Per the attached letter dated November 18, 2024, Vue Robotics is the sole authorized supplier of the ARC1 Weather Monitoring System.

	SECTION 5: Purcha	se Requisition Informat	ion			
Send I	Purchase Order To:	Seno	d Invoices To:			
Vendor: Vue Robotics LLC	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable			
Attn: Patrick Baglien	Email: patrick @vuerobotics.io	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov			
Address: 36 Maplewood Avenue	City: Portsmouth	Address: 421 N. County Farm Road	City: Wheaton			
State: NH	Zip: 03801	State: IL	Zip: 60187			
Phone: 574-340-6226	Fax:	Phone: 630-407-6900	Fax:			
Ser	nd Payments To:	Ship to:				
Vendor: Vue Robotics LLC	Vendor#:	Dept: Division of Transportation	Division: Hwy Maintenance			
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupagecounty.gov			
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton			
State:	Zip:	State: IL	Zip: 60187			
Phone:	Fax:	Phone: 630-407-6926	Fax:			
	Shipping	Contract Dates				
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Dec 10, 2025			

	Purchase Requisition Line Details										
Lľ	l Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Weather Monitoring Subscription ARC1/OMNIVue	FY25	1500	3510	53807		22,949.90	22,949.90
FY	FY is required, ensure the correct FY is selected. Requisition Total								\$ 22,949.90		

	Comments
HEADER COMMENTS	Provide comments for P020 and P025.
	To provide a one-year ARC 1 weather monitoring subscription for the DOT Hwy.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
	Email Approved PO to: Patrick Baglen, David Koehler, Jason Walsh 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.



Vue Robotics LLC 36 Maplewood Avenue Portsmouth NH 03801 United States

DuPage County, Koehler, David North County Farm Road Wheaton IL 60187 United States

Quotation # S00253

Recurring Plan:Quotation Date:Vue Robotics - ARC1/OMNIVue11/07/2024System License Quote11/07/2024

Expiration: 12/31/2024 Salesperson: Patrick Baglien

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT		
2024-2025 Subscription: ARC1/OMNIVue	10.00 Units	2,250.00		\$ 22,500.00		
Shipping	10.00 Units	44.99	ZeroST 0.0%	\$ 449.90		
* <i>Effective December 11, 2024, through December 10, 2025, and a total of \$22,949.90.</i> * 1-year subscription quoted. Pricing is per system, per year. * Installation available upon request and will be quoted separately.						
*The pricing above includes: - Cellular costs - Hosting Cost - Integrations w/3rd parties - Unlimited users - Hardware warranty and replacements - Software upgrades						
Wire & ACH Information: Vue Robotics LLC Account: 958535558 Routing: 083000137 JPMorgan Chase 270 Park Avenue						



Vue Robotics LLC 36 Maplewood Avenue Portsmouth NH 03801 United States

ntaxed Amount \$ 22,94	
Taxes on \$ 449.90	\$ 0.00
Total	\$ 22,949.90

Vue Robotics 36 Maplewood Ave, Portsmouth NH, 03801 Phone: 201-279-5160 Email: <u>support@vuerobotics.io</u> <u>www.vuerobotics.io</u>



11/18/2024

DuPage County Division of Transportation 140 N. County Farm Road, Wheaton, IL 60187

Subject: Sole-Source Justification for Vue Robotics Weather Monitoring Subscription

This letter is to substantiate the sole-source procurement of Vue Robotics' ARC 1 Weather Monitoring System. The system's technical specifications and delivery model meet operational requirements not addressed by other known products currently available in the market.

The ARC 1 Weather Monitoring System provides the following specific capabilities:

- **Subscription-Based Service Model:** Incorporates Firmware Over-the-Air (FOTA) updates for continuous software optimization and hardware maintenance coverage, ensuring consistent operational readiness and predictable costs.
- Integrated Monitoring Features: This device combines environmental sensors (air and surface temperature, humidity, air quality, barometric pressure) with a 2MP color night-vision camera, enabling simultaneous weather monitoring and visual surveillance.
- Autonomous Functionality: It operates independently of external power and internet connections via 4G LTE cellular, solar panel, and 20-day battery backup, making it suitable for remote and critical sites.
- **Data Security and Compliance**: Employs encrypted data transmission and storage methods consistent with government security standards.
- **Regulatory Certification**: Certified by the Federal Communications Commission (FCC), ensuring reliable operation and adherence to applicable regulatory requirements.

Based on these technical characteristics, the ARC 1 is the only system identified that meets these operational criteria, encompassing its technical features and service delivery framework. Please contact us at your convenience if additional documentation or clarification is required.

Sincerely, Patrick Baglien, CEO Vue Robotics

Signature on file



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: 11/18/2024

Bid/Contract/PO #:

Company Name: Vue Robotics LLC	Company Contact: Patrick Baglien
Contact Phone: 574.340.6226	Contact Email: patrick@vuerobotics.io

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

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

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

Recipient	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	Email

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements. Authorized Signatur Signature on file				
Printed Name	Patrick Baglien	_		
Title	CEO	_		
Date	11/18/2024	-		

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



File #: DT-P-0058-24

Agenda Date: 12/3/2024

Agenda #: 21.C.

AWARDING RESOLUTION ISSUED TO HAZCHEM ENVIRONMENTAL CORP. TO PROVIDE HAZARDOUS MATERIAL TESTING, DISPOSAL AND EMERGENCY SERVICES AS NEEDED FOR THE DIVISION OF TRANSPORTATION AND STORMWATER MANAGEMENT (CONTRACT TOTAL NOT TO EXCEED \$50,000.00)

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 and Stormwater Committees recommend County Board approval for the issuance of a contract purchase order to HazChem Environmental Corp., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$40,000) and Stormwater Management (\$10,000), for the period January 1, 2025 through December 31, 2025, for a contract total not to exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$40,000) and Stormwater Management (\$10,000), for the period January 1, 2025 through December 31, 2025, is hereby approved for issuance of a contract purchase order to HazChem Environmental Corp., 330 South Fairbank Street, Addison, IL 60187, for a contract total not to exceed \$50,000.00, per lowest responsible bid # 21-094-DOT, third and final renewal.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



	SECTION 1:	DESCRIPTION		
General Tracking		Contract Terms		
FILE ID#:RFP, BID, QUOTE OR RENEWAL #:#21-094-DOT		INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$29,000.00	
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$137,000.00	
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL	
Vendor Information		Department Information	1	
VENDOR: HazChem Environmental Corp.	VENDOR #: 28186	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas	
VENDOR CONTACT: VENDOR CONTACT PHONE: Scott Schwefel 630-501-8735		DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov	
VENDOR CONTACT EMAIL: sschwefel@hazchem.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-73		
Overview				

Overview

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

DOT is requesting a purchase order from HazChem Environmental, for the provision of hazardous material testing, disposal and emergency services on an as-needed basis. This contract shall be effective January 1, 2025 through December 31, 2025, for a contract total not to exceed \$50,000.00, per low bid #21-094-DOT. This contract will be the third and final renewal agreement.

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

To meet all USEPA & IEPA requirements for testing, disposal and emergency services.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

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

	SECTION 3: DECISION MEMO				
SOURCE SELECTION	Describe method used to select source.				
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).				

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

	SECTION 5: Purchas	e Requisition Informat	ion	
Send Purc	chase Order To:	Send	d Invoices To:	
Vendor: HazChem Environmental Corp.	Vendor#: 28186	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Scott Schwefel	Email: sschwefel@hazchem.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 330 South Fairbank St.	City: Addison	Address: 421 N. County Farm Road	City: Wheaton	
State: IL	Zip: 60101	State: IL	Zip: 60187	
Phone: 630-501-8735	Fax:	Phone: 630-407-6900	Fax:	
Send Payments To:		Ship to:		
Vendor: HazChem Environmental Corp.	Vendor#:	Dept: Division of Transportation	Division: Highway	
Attn: Cindy Alvarez	Email: accounting@hazchem.com	Attn: Email: David Koehler david.koehler@dupagecc		
Address: same as above.	City:	Address:City:140 N. County Farm RoadWheaton		
State:	Zip:	State: Zip: IL 60187		
Phone: 630-501-8735	Fax:	Phone: 630-407-6926	Fax:	
Sh	nipping	Cor	itract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):Contract End Date (PO25):Jan 1, 2025Dec 31, 2025		

					Purcha	se Requis	ition Lin	e Details			
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY25	1500	3510	53830		39,000.00	39,000.00
2	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY26	1500	3510	53830		1,000.00	1,000.00
3	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY25	1600	3000	53830		9,000.00	9,000.00
4	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY26	1600	3000	53830		1,000.00	1,000.00
FY is	s require	d, ensure	the correct FY	is selected.	•	•		•	•	Requisition Total	\$ 50,000.00

	Comments					
HEADER COMMENTS	Provide comments for P020 and P025.					
	To furnish and deliver Hazardous Material Testing, Disposal and Emergency Services for DOT & Stormwater, on an as needed basis.					
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.					
	Email Approved PO to: Scott Schwefel, Mary Beth Falsey, 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 COUNTY OF DUPAGE HAZARDOUS WASTE DISPOSAL AND TESTING 21-094-DOT BID TABULATION

					v	/									
				HAZCHEM ENVIRONMENTAL CORP				TRADEBE ENVIROMENTAL SERVICES				HERITAGE CRYSTAL-CLEAR			AL-CLEAN
NO.	ITEM	UOM	QTY	PRICE EXTENDED PRICE				EXTENDED PRICE		PRICE		EXTENDED PRICE			
1	Toxicity Characteristic Leaching Procedure (TCLP)	TEST	1	\$	700.00	\$	700.00	\$	825.00	\$	825.00	\$	487.00	\$	487.00
2	Aerosol Paints	BBL	5	\$	390.00	\$	1,950.00	\$	340.00	\$	1,700.00	\$	321.00	\$	1,605.00
3	Aerosol Paints with MEK	BBL	5	\$	390.00	\$	1,950.00	\$	340.00	\$	1,700.00	\$	321.00	\$	1,605.00
4	Fluorescent Bulbs Environmentally Hazardous Substance, Solid	CTR	1	\$	390.00	\$	390.00	\$	76.25	\$	76.25	\$	100.00	\$	100.00
5	Latex Paint in cans	BBL	2	\$	200.00	\$	400.00	\$	200.00	\$	400.00	\$	218.50	\$	437.00
6	Lubricating Oil, Asphalt Emulsion	BBL	2	\$	195.00	\$	390.00	\$	170.00	\$	340.00	\$	218.50	\$	437.00
7	Oil and Oil Dry	BBL	1	\$	175.00	\$	175.00	\$	160.00	\$	160.00	\$	218.50	\$	218.50
8	Petroleum Distillate Paint	BBL	2	\$	175.00	\$	350.00	\$	260.00	\$	520.00	\$	396.00	\$	792.00
9	Solvent Contaminated Shop Rags	BBL	2	\$	350.00	\$	700.00	\$	280.00	\$	560.00	\$	396.00	\$	792.00
10	Empty Barrels with removable heads	BBL	50	\$	25.00	\$	1,250.00	\$	55.00	\$	2,750.00	\$	65.00	\$	3,250.00
11	Fluorescent Bulbs - 4 foot	BULB	40	\$	0.50	\$	20.00	\$	2.83	\$	113.20	\$	1.00	\$	40.00
12	Fluorescent Bulbs - 8 foot	BULB	30	\$	0.80	\$	24.00	\$	2.83	\$	84.90	\$	2.00	\$	60.00
GRAND TOTAL							8,299.00			\$	9,229.35			\$	9,823.50

NOTES

Bid Opening 11/17/2021 @ 2:00 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	4
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

The quantities shown are estimated. DuPage County Department of Transportation reserves the right to increase or decrease the total quantities as necessary to meet actual needs of DOT.

NO	ITEM		RCRA WASTE CODE	иом	QTY	PRICE	EXTENDED PRICE
ECTIO	N 1 - TESTING	· · · · · ·	· · · · · · · · · · · · · · · · · · ·	· ·· ·· ·	· ·		· · · · · · · · · · · · ·
1	Toxicity Characteristic Leaching Procedure (TCLP)			TEST	1	7000	\$700∞
SECTIO	N 2 - DISPOSAL F	EES					r-
2	Aerosol Paints	Waste Aerosol Paints, Flammable n.o.s	D001	BBL	5	39000	±1950®
3	Aerosol Paints with MEK	Waste Aerosol Paints, Flammable n.o.s	D001, D035	BBL	5	390≞	\$1950 ℃
4	Fluorescent Bulbs	Environmentally Hazardous Substance, Solid, n.o.s.		CTR	1	390°°	\$ 390 99
5	Latex Paint	In cans, Non- Regulated		BBL	2	200 2	\$400 °
6	Lubricating Oil, Asphalt Emulsion	Non-Regulated		BBL	2	195°	\$390 ∞
7	Oil and Oil Dry	Non-Regulated		BBL	1	175 2	\$175°
8	Petroleum Distillate Paint	RQ Waste Solids containing Flammable liquid , n.o.s.	D001	BBL	2	1750	\$350°
9	Solvent Contaminated Shop Rags	RQ Waste Solids containing Flammable liquid, n.o.s.	D001	BBL	2	350 <u>°</u>	\$7000
10	Empty Barrels with removable heads	For use as per above		BBL	50	2500	\$1250=
11	Fluorescent Bulbs - 4 foot	Non-Regulated		EA	40	\$0.50	≠ 200
12	Fluorescent Bulbs - 8 foot	Non-Regulated		EA	30	\$0.80	\$ 2400
						GRAND TOTAL	
GRANE	TOTAL EIGH	T THOUSAND 7	WO HUN	ORED	NINT	Y-NINE DI	OLLARS
(In word		ND ZEPO	LENTS				
	BBL = Barre		THE COUNTY O		Contain	er	

THE COUNTY OF DUPAGE HAZARDOUS WASTE DISPOSAL AND TESTING 21-094-DOT PAGE 18 of 30

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SECTION 8 – EMERGENCY SERVICES

The County requires the successful bidder to provide emergency contracted services for hazardous materials cleanup(s) at DuPage County properties, Right of Ways and Stormwater Systems. Vendor shall provide a rate card for personnel, labor, equipment, material and testing cost that are not listed in Section 7 - Pricing.

Emergency Services pricing will not be considered as part of the Bid Form pricing.

Scott Schwefel

Emergency Contact

1cy Contact 24 HR # 630-458-1910 / Scott cell 630-501-8735

Phone Number

SECTION 9 - 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	e on file	
(ວາgnature and it		
		CORPORATE SEAL (If available)
BID MUST BE SIG	GNED AND NOTARIZED (WITH SEAL) F	OR CONSIDERATION
Subscribed and sworn to before me th Signature on (Notary Public)	his Aday of NOVEMBER file My Commission Expires: My Commission Expires: My Commission Expires: Aday 30, 2023 	AD, 20 21 10 20 2023

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPON	DENCE TO CONTRACTOR:	REMIT TO CONTRACTOR:					
NAME	HAZCHEM ENVIRONMENTAL	NAME «	- SAME				
CONTACT	SLOTT SCHWEFEL	CONTACT	CINDY ALVAREZ				
ADDRESS	330 SOUTH FAIRBANKS	ADDRESS 🚄	- SAME				
CITY ST ZIP	ADDISON IL GOLDI						
ТХ	630-458-1910	TX 🖌	- SAME				
FX	630-458-1918	FX	SAME				
EMAIL	sschwefelehazchen.co	EMAIL	accoupting chazchem. com				
			, , , , , , , , , , , , , , , , , , ,				
COUNTY BILL	TO INFORMATION:	COUNTY SHIP TO INFORMATION:					
DuPage County	y Division of Transportation	DuPage County Division of Transportation					
Attn: Kathy Cur	cio – Accounts Payable	180 North County Farm Road					
421 North Cour	nty Farm Road	Wheaton, IL 60187					
Wheaton, IL 60	187	TX: (630) 407-6900					
TX: (630) 407-	6900	EMAIL: michael.figuray@dupageco.org					

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 HazChem Environmental Corp., located at 330 S. Fairbank St., Addison, Illinois 60101 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-094-DOT which became effective on 1/1/2022 and which will expire 12/31/2024. The contract is subject to a third of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment.

The contract renewal shall be effective on the date of last signature and shall terminate on 12/31/2025.

Signature on file

THE COUNTY OF DUPAGE

SIGNATURE

SHARIRO

PRINTED NAME

PLESIDENT

PRINTED TITLE

10/17

DATE

SIGNATURE

Henry Kocker PRINTED NAME

Buyer I

PRINTED TITLE

DATE

HAZCHEM ENVIRONMENTAL CORPORATION

Rate Sheet 2024 Contract

LABOR

.Title/Position	Standard Rate Per Hour	Overtime Rate Per Hour
Operations Manager	\$145.00	
ER Manager	\$109.00	\$163.50
Environmental Scientist	\$115.00	\$172.50
Equipment Operator	\$109.00	\$163.50
Truck Driver	\$95.00	\$142.50
Technician	\$89.00	\$133.50
Administrative Support	\$59.00	\$59.00
Per Diem	\$200.00	\$200.00

EQUIPMENT

Vehicles	Rate
Automobile / SUV / Per Hour	\$40.00
Box Truck / Per Hour	\$159.00
Emergency Response Truck / Per Hour	\$159.00
Pickup Truck / Per Hour	\$50.00
Roll - Off Tractor Trailer Combination / Per Hour	\$190.00
Tractor Trailer Combination / Per Hour	\$149.00
Vacuum Truck, 3000 gallon / Per Hour	\$135.00
Vacuum Truck, 5000 gallon / Per Hour	\$159.00
Trailers With Equipment.	Rate
Air Compressor Trailer - 185 CFM / Per Day	\$350.00
Level A/B Trailer / Per Hour	\$295.00
Level C/D Trailer / Per Hour	\$69.00
Forklift With Trailer / Per Hour	\$99.00
Light Tower / Per Day	\$300.00
Pressure Washer Trailer / Per Hour	\$89.00
Semi Trailer (48' to 53') / Per Day	\$75.00
Skid Steer With Trailer / Per Hour	\$135.00
Skid Steer with Sweeper / Per Hour	\$99.00
Skid Steer with Forklift Attachment / Per Hour	\$20.00

CONSUMABLES

Supplies	Rate
Absorbent Boom, Oll Specific - White / Per Bale	\$165.00
Absorbent Pads, Oil Specific - White / Per Bale	\$85.00
Absorbent Pads, Universal / Per Bale	\$85.00
Absorbent Sweep / Per Bale	\$115.00
Air Scrubber - Filter Change Out / Per Each	\$60.00
Air Scrubber - Carbon Filter Change Out / Per Each	\$135.00
Bailers (Disposable) / Per Each	\$30.00
Bins, Plastic 2 cubic feet / Per Each	\$15.00
Brush, Acid or Deck / Per Each	\$8.00
Decontamination Pool / Per Each	\$50.00
Disposable Siphon Pump / Per Each	\$50.00
Drum Liners, 55-Gallon / Per Each	\$4.00
Drum Liners, 85-Gallon / Per Each	\$8.00
Dust Suppressant / Per Bag	\$33.00
Excelsior Blanket, 8' x 100' Roll / Per Roll	\$150.00
Excelsior Blanket Staples (50 Count) / Per Bag	\$45.00
Mercury Vacuum, Replacement Bag, Cup, Filter / Per Set	\$65.00
Mop Bucket, Disposed Of / Per Each	\$18.00
Mop Heads / Per Each	\$22.00
Oil Dry / Per Bag	\$18.00
Plug and Dike / Per Kit	\$44.00
Poly Sheeting, 6ml. Clear / Per Roll	\$155.00
Poly Sheeting, Reinforced / Per Roll	\$215.00

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Rags, Lint Free / Per Box	\$196.00
Rail Car, Gasket / Per Each	\$125.00
Rail Car, Rupture Disk / Per Each	\$175.00
Roll off liner, 20 yard, 6ml / Per Each	\$55.00
Rope, 50 ft sections / Per Each	\$25.00
Sample Jar, Various / Per Each	\$5.00
Sample Drum Thief / Per Each	\$5.00
Sample Trowel (Stainless Steel) / Per Each	\$20.00
Sampler, Terra Core Soil Sampling Device / Per Each	\$5.00
Sewer Cover, 24" x 24" Disposed Of / Per Each	\$175.00
Shrink Wrap / Per Roll	\$45.00
Tape, "Caution" or "Danger" / Per Roll	\$15.00
Tape, Chemical / Per Roll	\$75.00
Tape, Duct / Per Roll	\$16.00
Top Soli, 40 pounds / Per Bag	
Tote Transfer Kit (Chemical)	\$10.00
	\$45.00
Tote Transfer Kit (Food Grade)	\$150.00
Vacuum, HEPA Filter Change Out / Per Each	\$40.00
Vermiculite, 4 cubic feet / Per Bag	\$52.00
Wattle or Sediment Log / Per Each	\$70.00
PPE Ensembles	Rate
Level "A" (Encapsulating Suit with Supplied Air) / Per Set	\$1200.00
Level "B" Chemical Resistant Suit with Supplied Air) / Per Set	\$495.00
Level "C" (Saranex With Air Purifying Respirator Cartridge) / Per Set	\$265.00
Level "C" (Tyvek With Poly Coated Tyvek (Yellow) / Per Set	\$130.00
Level "D" Modified With Poly Coated Tyvek (Yellow) / Per Set	\$95.00
Level "D" Modified With Tyvek / Per Set	\$75.00
Level "D" (Hard Hat, Safety Glasses, Uniforms, Gloves) / Per Set	\$59.00
PPE Additional Items	Rate
Air Cylinder, Large (300 Cubic Feet) / Per Each	\$90.00
Air Cylinder, SCBA Change Out (60 Minutes) / Per Each	\$35.00
APR Cartridge, Ammonia / Per Pair	\$50.00
APR Cartridge, Mercury / Per Pair	\$90.00
APR Cartridge, Organic Vapor / Acid Gas / Per Pair	\$60.00
Boot Covers, Latex / Per Pair	\$16.00
Boots, Acid (Beta Haz Max) / Per Pair	\$200.00
Boots, Neoprene / Per Pair	\$50.00
Boots, Tyvek / Per Pair	\$5.00
Chemtape / Per Roll	\$88.00
Dust Mask, w/ valve / Per Each	\$6.50
Gloves, Butyl / Per Pair	\$15.00
Gloves, Chem Master / Per Pair	\$9.00
Gloves, Kevlar / Per Pair	\$3.00
Gloves, Leather / Per Pair	\$5.00
Gloves, Neoprene / Per Pair	
Gloves, Nitrile / Per Pair	\$7.00
	\$6.00
Gloves, Nitrile Inner (N-Dex) / Per Box	\$25.00
Gloves, Silver Shield (4H) / Per Pair	\$15.00
Suit, Acid / Per Each Suit, FR Paper / Per Each	\$65.00
Suit ER Paper / Per Fach	\$25.00
	\$80.00
Suit, FR Saranex / Per Each	
Suit, FR Saranex / Per Each Suit, Saranex / Per Each	\$60.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each	\$60.00 \$15.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each	\$60.00 \$15.00 \$25.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each	\$60.00 \$15.00 \$25.00 \$0.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each	\$60.00 \$15.00 \$25.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals	\$60.00 \$15.00 \$25.00 \$0.00 Rate
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals Alconox / Per Box	\$60.00 \$15.00 \$25.00 \$0.00 Rate \$74.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals Alconox / Per Box Citric Acid / Per Bag	\$60.00 \$15.00 \$25.00 \$0.00 Rate \$74.00 \$275.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals Alconox / Per Box Citric Acid / Per Bag Delimonene / Per Gallon	\$60.00 \$15.00 \$25.00 \$0.00 Rate \$74.00 \$275.00 \$55.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals Alconox / Per Box Citric Acid / Per Bag Delimonene / Per Gallon Mercury Vapor Suppressant / Per Gallon	\$60.00 \$15.00 \$25.00 \$0.00 Rate \$74.00 \$275.00 \$55.00 \$75.00
Suit, FR Saranex / Per Each Suit, Saranex / Per Each Suit, Tyvek / Paper / Per Each Suit, Tyvek - Poly Coated (Yellow) / Per Each Suit, TyChem Or Equivalent / Per Each Chémicals Alconox / Per Box Citric Acid / Per Bag Delimonene / Per Gallon Mercury Vapor Suppressant / Per Gallon HMCS - Heavy Metal Cleaner / Surfuctant / Per Gallon	\$60.00 \$15.00 \$25.00 \$0.00 Rate \$74.00 \$275.00 \$55.00 \$75.00 \$68.00

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Mineral Oil / Per Gallon	\$65.00
SCS-100, LEL Suppressant / Per Gallon	\$64.00
Simple Green / Per Gallon	\$25.00
Soda Ash / Per Bag	\$60.00
Sodium Bicarbonate / Per Bag	\$65.00
Sodium Hydroxide / Per Gallon	\$95.00
Sodium Hypochlorite (Bleach) / Per Gallon	\$35.00
Virex II USEPA Registered Disinfectant / Per Gallon	\$29.00
Mercon-X / Per Gallon	\$300,00
HGx Granular / Per Pound	\$15,00
Equipment	Rate
Air Compressor, Portable / Per Day	\$450.00
Air Blower, Electric, Intrinsically Safe / Per Day	\$75.00
Air Blower, Venturi / Per Day	\$50.00
Betts Emergency Unloading Valve / Per Day	\$495.00
Camera, Underwater / Per Day	\$35.00
Cascade System (For Line Air) / Per Day	\$325.00
Cold Tapping Equipment / Per Day	\$95.00
Confined Space Entry Gear (Harness, Tripod, Etc.) / Per Day	\$180.00
Confined Space Side Entry Gear / Per Day	\$90.00
Drum Dolly / Per Day	\$90.00
Eye Wash (Portable) / Per Day	
	\$25.00
Fan, Industrial, 72" / Per Day	\$70.00
Fall Protection (Full Body Harness Plus Lanyard) / Per Day Generator, 5KW to 6,5 KW / Per Day	\$65.00
	\$130.00
Hand Tools (General) / Per Day	\$30.00
Hand Tools, Non Sparking / Per Day	\$75.00
Heater, Portable (Propane Not Included) / Per Day	\$65.00
Hose, 6" Plastic (Super Sucker) / Per Ft.	\$4.00
Hose, Air, 50', for Breathing / Per Day	\$25.00
Hose, Air, 50', For Air Compressor / Per Day	\$22.00
Hose, 2" to 3" Chemical (25' Sections) / Per Day	\$25.00
Hose, Lay Flat (2" x 50', or 3" x 50') / Per Day	\$15.00
Hose, Drum Vac (Disposed Of / Replacement) / Per Each	\$115.00
Hudson Sprayer (hand sprayer) / Per Day	\$25.00
fack Hammer, 75 Pound (Electric or Pneumatic) / Per Day	\$100.00
adder, all types / Per Day	\$20.00
ight, Drop - Explosion Proof / Per Day	\$45.00
lights, on Portable Stands / Per Day	\$35.00
Vegative Air / Per Day	\$150.00
Pallet Jack / Per Day	\$53.00
Pressure Washer, Electric (portable) / Per Day	\$125,00
Pressure Washer, Gas (portable) / Per Day	\$180.00
Pressure Washer / Jetter (portable) / Per Day	\$275.00
Power Sweeper / Per Day	\$450.00
Pump, 3/4" Fuel Transfer / Per Day	\$20.00
2ump, 3/4" to 1" Submersible / Per Day	\$45.00
Pump, 1 1/2" Double Diaphragm / Per Day	\$150.00
Pump, 2" Submersible / Per Day	\$75.00
Pump, 2" Double Diaphragm (Poly or Stainless Steel) / Per Day	\$220.00
Pump 2" Trash / Per Day	\$160.00
Pump / Applicator - For Microblaze / Per Day	\$35.00
Radio, Hand-held - Intrisically Safe / Per Day	\$75.00
Roll off Container (20 to 30 Cubic Yard) / Per Day	\$15.00
Saw Blades / Per Each	\$15.00
Saw, Chain, Cut Off, or Chop / Per Day	\$110.00
aw, Circular or Reciprocating (Blades Not Included) / Per Day	\$35.00
CBA Unit (Self Contained Breathing Apparatus) / Per Day	
	\$165.00
/acuum HEPA 20 Gallon / Per Day	\$145.00
acoum, Wet/Dry 10 - 12 Gallon / Per Day	\$40.00
	\$125.00
acuum, Wet/Dry 55 Gallon / Per Day	P405 00 1
acuum, Pneumatic / Per Day	\$135.00
	\$135.00 \$450.00 \$80.00

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logary interesting being	
Boat, 12' With Motor And Trailer / Per Day	\$595.00
Boom, Containment - 6" Skirt / Foot Per Day	\$3.00
Boom, Containment - 12" Skirt / Foot Per Day	\$4.00
Chest Wader / Per Day	\$25.00
Personal Flotation Device / Per Day	\$25.00
Containers	
5 Gallon, Poly (Open Head) / Per Each	
5 Gallon, Poly (Tight Head) / Per Each	\$19.00
5 Gallon, Steel, X-Class / Per Each	\$30.00
15 Gallon, Poly (Open Head) / Per Each	\$70.00
	\$99.00
15 Gallon, Poly (Tight Head) / Per Each	\$79.00
30 Gallon, Poly (Open Head) / Per Each	\$90.00
30 Gallon, Poly (Tight Head) / Per Each	\$90.00
30 Gallon, Steel (Open Head) / Per Each	\$60.00
30 Gallon, Steel (Tight Head) / Per Each	\$60.00
55 Gallon, Poly (Open Head) / Per Each	\$109.00
55 Gallon, Poly (Tight Head) / Per Each	\$109.00
55 Gallon, Steel (Open Head) / Per Each	\$75.00
55 Gallon, Steel (Tight Head) / Per Each	\$75.00
85 Gallon, Steel Overpack / Per Each	\$345.00
95 Gallon, Poly Overpack / Per Each	\$395.00
110 Gallon, Steel Overpack / Per Each	\$495.00
275 Gallon Poly Tote / Per Each	\$325.00
330 Gallon Poly Tote / Per Each	\$415.00
Box, Bio-Hazard / Per Each	\$45.00
Box, Cubic Yard - With Liner and Pallet / Per Each	\$115.00
Box, Polson Inhalation Hazard / Per Each	\$59.00
Bulb Box, 4 Feet / Per Each	\$25.00
Bulb Box, 8 Feet / Per Each	\$35.00
Bulb Tube, 4 to 8 Feet / Per Each	\$155.00
Drum Parts - 55 Gallon Lid / Per Each	\$30.00
Drum Parts - 55 Gallon Bolt / Ring / Per Each	\$30.00
Drum Parts - 55 Gallon or Tote Vent Cap / Per Each	
Supersack / Per Each	\$132.00
	\$135.00
Testing Equipment	Rate
4-Gas Meter (CO, LEL, O2, H2s) / Per Day	\$145.00
5-Gas Meter (CO, LEL, O2, H2s, PID) / Per Day	\$160.00
Benzene Test Tubes / Per Pack	\$215.00
Chemical Classifier Strips - Spilfyter / Per Tube	\$95.00
Clor-N-Oil PCB Test Kit / Per Each	\$22.00
Clor-N-Soil PCB Test Kit / Per Each	\$35.00
Drager Testing Unlt / Per Each	\$45.00
Drager Detection Tubes / Per Tube	\$50.00
Meter, Ammonia / Per Day	\$85.00
Meter, Benzene / Per Day	\$185.00
Meter, Chlorine / Per Day	\$85.00
Meter, Hydrogen Cyanide / Per Day	\$85.00
Meter, Hydrogen Fluoride / Per Day	\$150.00
Meter, Hydrogen Sulfide / Per Each	\$30.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day	\$550.00
	\$550.00 \$26.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube	\$26.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day	\$26.00 \$23.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box	\$26.00 \$23.00 \$40.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day	\$26.00 \$23.00 \$40.00 \$100.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day Barricades With Flashers / Per Each	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00 \$15.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day Barricades With Flashers / Per Each Safety Cones / Per Each	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00 \$15.00 \$5.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day Barricades With Flashers / Per Each Safety Cones / Per Each Signange (per sign - i.e Lane Closed, Shoulder Closed, etc.) / Per Each	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00 \$15.00 \$5.00 \$15.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day Barricades With Flashers / Per Each Safety Cones / Per Each	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00 \$15.00 \$5.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices Arrow-board / Per Day Barricades With Flashers / Per Each Safety Cones / Per Each Signange (per sign - i.e Lane Closed, Shoulder Closed, etc.) / Per Each	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 Rate \$275.00 \$15.00 \$5.00 \$15.00
Meter, Mercury Vapor Analyzer - Nippon EMP Series / Per Day Oxidizer Test Paper (Potassium Iodide Strips) / Per Tube pH Test Strips / Per Box pH Meter / Per Day Radiation Meter (Ludium) / Per Day Thermometer, Infared Heat Sensor / Per Day Traffic Control Devices . Arrow-board / Per Day Barricades With Flashers / Per Each Safety Cones / Per Each Signange (per sign - i.e Lane Closed, Shoulder Closed, etc.) / Per Each Documentation	\$26.00 \$23.00 \$40.00 \$100.00 \$35.00 \$15.00 \$15.00 \$15.00 \$15.00

Tradebe Receiving Fee / Manifest



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: <u>10/17/24</u> Bid/Contract/PO #: 6706-0001-SERV

Company Name:	HazChem EnvironmentL Corp	Company Contact: Scott Schwefel
Contact Phone:	30-458-1910	Contact Email: sschwefel@hazchem.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics at the county/

Authorized Signature Signature on file		
Printed Name	Alan Shapiro	
Title	President	
Date	10/17/2024	

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



File #: DT-P-0059-24

Agenda Date: 12/3/2024

Agenda #: 21.D.

AWARDING RESOLUTION ISSUED TO ATLAS BOBCAT TO FURNISH AND DELIVER ONE (1) E35 BOBCAT COMPACT EXCAVATOR FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$61,550.44)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Atlas Bobcat; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Atlas Bobcat, to furnish and deliver one (1) E35 Bobcat compact excavator, for the Division of Transportation, for the period of December 11, 2024, through November 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) E35 Bobcat compact excavator, for the Division of Transportation, is hereby approved for issuance to Atlas Bobcat, 1160 McCabe, Elk Grove Village, II,60007, for a contract total not to exceed \$61,550.44.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



This form must accompany all Purchase Order Requisitions

Contract Terms #: INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD PROMPT FOR RENEWAL: 3 MONTHS	INITIAL TERM TOTAL COST: \$61,550.44 CONTRACT TOTAL COST WITH ALL
1 YR + 1 X 1 YR TERM PERIOD PROMPT FOR RENEWAL:	\$61,550.44 CONTRACT TOTAL COST WITH ALL
	RENEWALS: \$61,550.44
MAX LENGTH WITH ALL RENEW. ONE YEAR	ALS: CURRENT TERM PERIOD:
Department Information	
DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov
DEPT REQ #: 24-1500-78	·
-	ONE YEAR Department Information DEPT: Division of Transportation DEPT CONTACT PHONE #: 630-407-6920 DEPT REQ #:

Overview

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

DOT is requesting a purchase order to Atlas Bobcat, to furnish and deliver one (1) E35 Bobcat Compact Excavator, for a contract total not to exceed \$61,550.44, per source-well contract #020223-CEC.

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

The purchase of one (1) E35 Bobcat Compact Excavator, will be used for a variety of road maintenance and repair projects throughout DuPage County, improving the quality and rideability of our roadway system.

The new bobcat excavator will replace (H-93) which has exceeded its useful life.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

	SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.	
	This contract was setup using the cooperative source-well Contract #020223-CEC.	
RECOMMENDATION AND TWO	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).	
ALTERNATIVES	 DOT staff recommends issuing a purchase order to Atlas Bobcat, using the source-well contract #020223-CEC. The source-well cooperative has proven to be a cost savings over going out to bid. 	

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

	SECTION 5: Purchas	e Requisition Informat	ion	
Send	d Purchase Order To:	Send Invoices To:		
Vendor: Atlas Bobcat	Vendor#: 10309	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Todd Swartz	Email: tswartz@atlasbobcat.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 1160 McCabe	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton	
State: IL	Zip: 60007	State: IL	Zip: 60187	
Phone: 847-678-3633	Fax:	Phone: 630-407-6900	Fax:	
Send Payments To:		Ship to:		
Vendor: Atlas Bobcat	Vendor#: 10309	Dept: Division of Transportation	Division: Highway Maintenance	
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov	
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton	
State:	Zip:	State: IL	Zip: 60187	
Phone:	Fax:	Phone: 630-407-6925	Fax:	
	Shipping	Cor	ntract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Nov 30, 2025	

	Purchase Requisition Line Details											
	N	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
	1	1	EA	M3409	E35 Bobcat Compact Excavator 25HP R2-Series	FY25	1500	3510	54130		61,550.44	61,550.44
F	FY is required, ensure the correct FY is selected. Requisition Total \$					\$ 61,550.44						

	Comments				
HEADER COMMENTS	Provide comments for P020 and P025.				
	To purchase and deliver E35 Bobcat Compact Excavator that will replace (H-93) for highway maintenance.				
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.				
	Email Approved PO to: Todd Swartz, Jason Walsh, 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.				



Customer **DuPage County Highway Dept.** 180 N COUNTY FARM RD WHEATON, IL, 60187 Phone: +1 630 407 6930 Contact Jason Walsh Phone: +1 630 407 6931 Email: jason.walsh@dupageco.org Quotation Number: **TS844825** Quote Sent Date: **Nov 25, 2024** Expiration Date: **Dec 25, 2024** Prepared By: **Todd Swartz** Phone: 847-529-1191 Email: tswartz@atlasbobcat.com

Dealer Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE

Item Name	Item Number	Quantity	Price Each	Total
E35 25HP R2-Series Bobcat Compact Excavator	M3409	1	40,924.40	40,924.40
Standard Equipment: 24.8 HP Tier 4 Diesel Engine Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Coup Canopy Includes: Cup Holder, Retractable Seat Bo Seat Roll Overprotective Structure (ROPS)- M ISO 12117-2: 2008 Tip Overprotective Structure (TOPS) - Me ISO 12117: 2000 Falling Object Protective Structure (FOPS Requirements of ISO 10262:1998 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn	elt, Vinyl Suspension eets Requirements of eets Requirements of	Hydraulic Joystick Contro Keyed Ignition LED Work Lights Lift Eye Rubber Tracks Spark Arrestor Exhaust Sy Standard Arm Standard Instrument Pane Vandalism Protection X-Change Attachment Mo Telematics with 2-year M Machine IQ Health & Sec Warranty: 2 years, or 2000 Zero Tail Swing	vstem l punting System achine IQ Basics Su urity Trial	
Cab Deluxe Package <i>Included:</i> Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3- year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm	M3409-P11-C12	1	7,870.32	7,870.32
Included: Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3- year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm	M3409-P11-C12 M3409-R06-C04	1	7,870.32	7,870.32
Included: Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3- year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm	M3409-R06-C04			
Included: Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3- year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm Hydraulic X-Change - Long Arm Hydraulic Clamp - Long Arm - Class III	M3409-R06-C04	1	1,769.76	1,769.76

		Quote Total - USD		61,550.44
		Quote Total - USD		61,550.44
	Total for Sourcewe	11		0.00
Sourcewell	020223-CEC	1	0.00	0.00
	Total for 24" MX3	XCHG TEETH		1,349.36
24" MX3 XCHG TEETH	7323530	1	1,349.36	1,349.36
	Total for 18" MX3	XCHG TEETH		1,261.96
18" MX3 XCHG TEETH	7323842	1	1,261.96	1,261.96
	Total for E35 25HP	R2-Series Bobcat Compac	et Excavator	58,939.12
60 Month/2000 Hour Full Extended Warranty	9986418	1	1,400.00	1,400.00

Customer acceptance: Quotation Number: TS844825	Purchase Order:	
Authorized Signature:		
Print:	Sign:	
Date: Email:		Tax Exempt: Y □ / N □

020223-CEC



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signature on file

Jeremy Schwartz Title: Chief Procurement Officer

4/5/2023 | 9:09 PM CDT Date: Clark Equipment Company dba Bobcat Company

Signature on file

Randy L. Fuss Title: Director Government Accounts 4/6/2023 | 6:49 AM PDT

Date: _____

Approved:

Signature on file

Chad Coauette Title: Executive Director/CEO 4/6/2023 | 8:51 AM CDT Date:

CUNTY OF THE

Required Vendor Ethics Disclosure Statement

Date: 11-6-24

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

Bid/Contract/PO #:

Company Name: Atlas Bobcat, LLC	Company Contact:	Todd Swartz
Contact Phone: 847.529.1191	Contact Email:	tswartz@atlasbobcat.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file
Printed Name	Todd Swartz
Title	Special Accounts Sales Manager
Date	11-6-24

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



File #: DT-P-0060-24

Agenda Date: 12/3/2024

Agenda #: 21.E.

AWARDING RESOLUTION ISSUED TO EQUIPMENT DEPOT OF ILLINOIS, INC. TO FURNISH AND DELIVER ONE (1) NEW GENIE ELECTRIC BOOM LIFT FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$75,244.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Equipment Depot of Illinois, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Equipment Depot of Illinois, Inc., to furnish and deliver one (1) New Genie Electric Boom Lift, for the Division of Transportation, for the period of December 11, 2024 through November 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) New Genie Electric Boom Lift, for the Division of Transportation, is hereby approved for issuance to Equipment Depot of Illinois, Inc., 751 Expressway Drive, Itasca, II,60143-1321, for a contract total not to exceed \$75,244.00.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION		
General Tracking		Contract Terms		
FILE ID#: 24-3130	RFP, BID, QUOTE OR RENEWAL #: Source-well #020923-TER	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$75,244.00	
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$75,244.00	
	CURRENT TERM TOTAL COST: \$75,244.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM	
Vendor Information		Department Information	1	
VENDOR: Equipment Depot of Illinois, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas	
VENDOR CONTACT: Steve Capezio	VENDOR CONTACT PHONE: 888-373-3768	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov	
VENDOR CONTACT EMAIL: steve.capezio@eqdepot.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-75		

Overview

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

DOT is requesting a purchase order to Equipment Depot of Illinois, Inc., to furnish and deliver one (1) New Genie Electric Boom Lift, for a contract total not to exceed \$75,244.00, per source-well contract #020923-TER.

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

This Boom lift will provide DOT employees a safe and stable method of performing tasks from an aerial platform, such as repairs and maintenance to salt domes and brine tanks. It will also be used to help safely install and clean v-boxes for winter operations.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

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

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

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	SOURCE SELECTION Describe method used to select source.						
	This contract was setup using the cooperative source-well Contract #020923-TER.						
RECOMMENDATION AND TWO	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).						
ALTERNATIVES	1. DOT staff recommends issuing a purchase order to Equipment Depot, using the source-well contract #020923-TER. 2. The source-well cooperative has proven to be a cost savings over going out to bid.						

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

SECTION 5: Purchase Requisition Information					
Send Purc	hase Order To:	Send Invoices To:			
Vendor: Equipment Depot of Illinois, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable		
Attn: Steve Capezio	Email: steve.capezio@eqdepot.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov		
Address: 751 Expressway Drive	City: Itasca	Address: 421 N. County Farm Road	City: Wheaton		
State: IL	Zip: 60143-1321	State: IL	Zip: 60187		
Phone: 888-373-3768	Fax:	Phone: 630-407-6900	Fax:		
Send Payments To:		Ship to:			
Vendor: Equipment Depot of Illinois, Inc.	Vendor#:	Dept: Division of Transportation	Division: Highway Maintenance		
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov		
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton		
State:	Zip:	State: IL	Zip: 60187		
Phone:	Fax:	Phone: 630-407-6925	Fax:		
Sh	ipping	Cor	ntract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Nov 30, 2025		

	Purchase Requisition Line Details											
L	N	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
[1	1	EA	Z30-20N w/RJ	Genie Electric Boom Lift	FY25	1500	3510	54130		75,244.00	75,244.00
F	FY is required, ensure the correct FY is selected. Requisition Total					\$ 75,244.00						

Comments					
HEADER COMMENTS Provide comments for P020 and P025.					
	To purchase and deliver one (1) New Genie Electric Boom Lift for DOT.				
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.				
	Email Approved PO to: Steve Capezio, Jason Walsh, 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.				



Equipment Depot of Illinois, Inc. Quote Number: 144823 Exclusively for: County of DuPage: Division of Transportation Prepared By: Steve Capezio

steve.capezio@eqdepot.com

Bill To:

County of DuPage: Division of Transportation 421 N County Farm Rd Wheaton, IL 60187

Ship To:

Contact: Email: Phone: County of DuPage: Division of Transportation 421 N County Farm Rd Wheaton, IL 60187 Jason Walsh Jason.walsh@dupagecounty.gov 630-407-6925

Manufacturer	Model/PN	Product Description	Quantity	Sourcewell Price	Amount
Genie	Z30/20N with RJ	Electric Boom Lift RJ with Rotating Jib	1	\$69,336.00	\$69,336.00
Genie-Options		Battery Charge Indicator (BCI)	1	\$505.00	\$505.00
GenieOptions		Platform Control Box Cover (lockable platform tab)	1	\$263.00	\$263.00
Genie-Options		Platform swing gate	1	\$560.00	\$560.00
Genie-Options		Transport/Destination	1	\$4,080.00	\$4,080.00
Equipment Depot		Prep/Ansi Certify Boom Lift	1	\$250.00	\$250.00
Equipment Depot		Local Delivery	1	\$250.00	\$250.00

SOURCEWELL CONTRACT FROM GENIE # 020923-TER

LEAD TIME EST.10 WEEKS



Equipment Depot of Illinois, Inc.

EQDepot.com | 888.373.3768

TOTAL QUOTE PRICE \$75,244.00





November 12, 2024

TO WHOM IT MAY CONCERN:

We are pleased to confirm that <u>Equipment Depot</u> with a business address of <u>751 Expressway Dr.</u> <u>Itasca, Illinois 60143</u> is a non-exclusive distributor for Terex USA, LLC and Genie Industries, Inc., authorized to sell Genie and Terex products and provide service within the territory of Illinois for the period from JANUARY <u>1ST, 2024 through DECEMBER 31ST, 2024 Please contact</u> the undersigned should you have any questions.

Signature on file

Merry Parisotto Sales Operations Manager Terex USA, LLC and Genie Industries, Inc.





Solicitation Number: 020923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex USA, LLC, 20021 120th Ave. NE, Bothell, WA 98011 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	Terex USA, LLC
By: <u>UUF DZA 139DU0409</u>	By. 4FDE3F9B067F4AE
Jeremy Schwartz	Matt Treadwell
Title: Chief Procurement Officer	Title: Vice President Global Sales
5/12/2023 9:03 AM CDT Date:	5/12/2023 8:55 AM CDT Date:

Approved:

Signature on file

Chad Coauette

Title: Executive Director/CEO

5/12/2023 | 9:04 AM CDT

Date: _____

Required Vendor Ethics Disclosure Statement

11/12/24

Date[.]

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

Bid/Contract/PO #:

Company Name:	Equipment Depot	Company Contact:	Elle Cutler
Contact Phone:		Contact Email:	service.ita@eqdepot.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature	Signature on file	
Printed Name	Elle Cutler	-
Title	General Manager	-
Date	11/12/24	-
Attach additional sheet	s if necessary. Sign each sheet and number each page. Page of	(total number of pages)



File #: DT-P-0061-24

Agenda Date: 12/3/2024

Agenda #: 21.F.

AWARDING RESOLUTION ISSUED TO ATLAS BOBCAT TO FURNISH AND DELIVER ONE (1) T770 T4 BOBCAT TRACK LOADER FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$84,028.33)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Atlas Bobcat; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Atlas Bobcat, to furnish and deliver one (1) T770 T4 Bobcat track loader, for the Division of Transportation, for the period of December 11, 2024 through November 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) T770 T4 Bobcat track loader, for the Division of Transportation, is hereby approved for issuance to Atlas Bobcat, 1160 McCabe, Elk Grove Village, II,60007, for a contract total not to exceed \$84,028.33.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



This form must accompany all Purchase Order Requisitions

SECTION 1:	DESCRIPTION		
	Contract Terms		
RFP, BID, QUOTE OR RENEWAL #: Source-well #020223-CEC	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$84,028.33 CONTRACT TOTAL COST WITH ALL RENEWALS: \$84,028.33	
TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL: 3 MONTHS		
CURRENT TERM TOTAL COST: \$84,028.33	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM	
	Department Information		
VENDOR #: 10309	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas	
VENDOR CONTACT PHONE: 847-678-3633	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov	
VENDOR WEBSITE:	DEPT REQ #: 24-1500-77		
	RFP, BID, QUOTE OR RENEWAL #: Source-well #020223-CEC TARGET COMMITTEE DATE: 12/03/2024 CURRENT TERM TOTAL COST: \$84,028.33 VENDOR #: 10309 VENDOR CONTACT PHONE: 847-678-3633	RFP, BID, QUOTE OR RENEWAL #: Source-well #020223-CECINITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIODTARGET COMMITTEE DATE: 12/03/2024PROMPT FOR RENEWAL: 3 MONTHSLOURRENT TERM TOTAL COST: \$84,028.33MAX LENGTH WITH ALL RENEWALS: ONE YEARVENDOR #: 10309DEPT: Division of TransportationVENDOR #: 10309DEPT: Division of TransportationVENDOR CONTACT PHONE: 847-678-3633DEPT CONTACT PHONE #: 630-407-6920VENDOR WEBSITE:DEPT REQ #:	

Overview

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

DOT is requesting a purchase order to Atlas Bobcat, to furnish and deliver one (1) T770 T4 Bobcat Track Loader, for a contract total not to exceed \$84,028.33, per sourcewell contract #020223-CEC.

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

The purchase of one (1) Bobcat Track Loader, will be used for a variety of road maintenance and repair projects throughout DuPage County, improving the quality and ride-ability of our roadway system.

The new bobcat track loader will replace (H-208) which has exceeded its useful life.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

	SECTION 3: DECISION MEMO
SOURCE SELECTION	Describe method used to select source.
	This contract was setup using the cooperative sourcewell Contract #020223-CEC.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. DOT staff recommends issuing a purchase order to Atlas Bobcat, using the sourcewell contract #020223-CEC. 2. The sourcewell cooperative has proven to be a cost savings over going out to bid.

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

	SECTION 5: Purchas	e Requisition Informat	ion	
Send	d Purchase Order To:	Send	d Invoices To:	
Vendor: Atlas Bobcat	Vendor#: 10309	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Todd Swartz	Email: tswartz@atlasbobcat.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 1160 McCabe	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton	
State: IL	Zip: 60007	State: IL	Zip: 60187	
Phone: 847-678-3633	Fax:	Phone: 630-407-6900	Fax:	
S	end Payments To:		Ship to:	
Vendor: Atlas Bobcat	Vendor#: 10309	Dept: Division of Transportation	Division: Highway Maintenance	
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov	
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton	
State:	Zip:	State: IL	Zip: 60187	
Phone:	Fax:	Phone: 630-407-6925	Fax:	
	Shipping Contract Dates		ntract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Nov 30, 2025	

					Purchas	se Requis	ition Lin	e Details			
LN	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	M0285	T770 T4 Bobcat Track Loader	FY25	1500	3510	54130		84,028.33	84,028.33
FY	is require	d, ensure	e the correct FY i	s selected.						Requisition Total	\$ 84,028.33

	Comments
HEADER COMMENTS	Provide comments for P020 and P025.
	To purchase and deliver T770 T4 Bobcat Track Loader that will replace (H-208) for highway maintenance.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
	Email Approved PO to: Todd Swartz, Jason Walsh, 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.



Customer **DuPage County Highway Dept.** 180 N COUNTY FARM RD WHEATON, IL, 60187 Phone: +1 630 407 6930 Contact

Quotation Number: **TS845440** Quote Sent Date: **Nov 25, 2024** Expiration Date: **Dec 25, 2024** Prepared By: **Todd Swartz** Phone: 847-529-1191 Email: tswartz@atlasbobcat.com

Dealer Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE

Item Name	Item Number	Quantity	Price Each	Total
T770 T4 Bobcat Compact Track Loader 44	M0285	1	67,640.22	67,640.22
Standard Equipment: 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated)		Seat Bar, Seat Belt Roll Overprotective S 3471 Falling Object Protec	Suspension Seat, Top Structure (ROPS) meet tive Structure (FOPS) evel II is available thr Applied; Pressure Rele with 5 Rollers vide	& Rear Windows, ts SAE-J1040 & ISO meets SAE-J1043 & rough Bobcat Parts) rased (SAPR)
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	717.06	717.06
Deluxe Package <i>Included:</i> Deluxe Package: Enclosed HVAC Cab, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, Attachment Control, Single Direction Bucket Positioning, Two-Speed Travel, Telematics - Machine IQ, 2yr Standard Telematics Subscription, Radio with Bluetooth, Ride Control, Reversing Fan	M0285-P11-C14	1	7,976.46	7,976.46
High Flow Hydraulics	M0285-R03-C03	1	2,044.62	2,044.62
60 Month/2000 Hour Full Extended Warranty	9986213	1	2,600.00	2,600.00
Strobe Light Kit, Amber	7129301	1	446.03	446.03
	Total for T770 T4 B	obcat Compact Track Loa	der 44	81,424.39
80" Severe Duty Bucket	7326129	1	2,189.56	2,189.56
Bolt-On Cutting Edge, 80"	6718008	1	414.38	414.38

	Total for 80" Severe Duty Bu	icket		2,603.94
Sourcewell	020223-CEC	1	0.00	0.00
	Total for Sourcewell			0.00
	Quote	Total - USD		84,028.33
	Quot	e Total - USD		84,028.33

Customer acceptance: Quotation Number: TS845440	Purchase Order:	
Authorized Signature:	Sign:	
Date: Email:		Tax Exempt: Y 🗆 / N 🗆

020223-CEC



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signature on file

ву: _____

Jeremy Schwartz Title: Chief Procurement Officer

4/5/2023 | 9:09 PM CDT Date:_____ Clark Equipment Company dba Bobcat Company

Signature on file

By: 0F55B103999C454...

Randy L. Fuss Title: Director Government Accounts 4/6/2023 | 6:49 AM PDT Date: _____

Approved:

Signature on file

Chad Coauette Title: Executive Director/CEO 4/6/2023 | 8:51 AM CDT Date:

CUNTY OF THE

Required Vendor Ethics Disclosure Statement

Date: 11-6-24

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

Bid/Contract/PO #:

Company Name: Atlas Bobcat, LLC	Company Contact:	Todd Swartz
Contact Phone: 847.529.1191	Contact Email:	tswartz@atlasbobcat.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

nttp://www.uupagecounty.gov/government/county_board/ethics_at_the_COUNTY/

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

Authorized Signature	Signature on file
Printed Name	Todd Swartz
Title	Special Accounts Sales Manager
Date	11-6-24

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

File #: DT-P-0062-24

Agenda Date: 12/3/2024

Agenda #: 21.G.

AWARDING RESOLUTION ISSUED TO ALTEC INDUSTRIES, INC. TO FURNISH AND DELIVER ONE (1) NEW AF1472 CHIPPER TRUCK AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$142,219.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Altec Industries, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Altec Industries, Inc., to furnish and deliver one (1) AF1472 Chipper Truck, as needed for the Division of Transportation, per Sourcewell contract # 110421-ALT.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) AF1472 Chipper Truck, as needed for the Division of Transportation, for the period December 11, 2024 through November 30, 2025, is hereby approved for issuance to Altec Industries, Inc., 5201 West 84th Street, Indianapolis, IN 46268, for a contract total not to exceed \$142,219.00.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION				
General Tracking		Contract Terms		
FILE ID#: 24-3161	RFP, BID, QUOTE OR RENEWAL #: Source-well #110421-ALT	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$142,219.00	
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 12/03/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$142,219.00	
	CURRENT TERM TOTAL COST: \$142,219.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM	
Vendor Information		Department Information		
VENDOR: Altec Industries, Inc.	VENDOR #: 26527	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas	
VENDOR CONTACT: Toni Tribby	VENDOR CONTACT PHONE: 317-408-2808	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov	
VENDOR CONTACT EMAIL: toni.tribby@altec.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-76		
Oversieve				

Overview

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

DOT is requesting a purchase order to Altec Industries, to furnish and deliver one (1) New AF1472 Chipper Truck, for a contract total not to exceed \$142,219.00, per source-well contract #110421-ALT.

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

This chipper truck will be used to maintain trees and vegetation trimming along DuPage County Trails and Highway Systems. It will also be used to respond to dangerous branches and trees that need to be removed for public safety.

This truck will replace (H-58) which has exceeded its useful life.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO			
SOURCE SELECTION	Describe method used to select source.		
	This contract was setup using the cooperative source-well Contract #110421-ALT.		
RECOMMENDATION AND TWO	N Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).		
ALTERNATIVES	1. DOT staff recommends issuing a purchase order to Altect Industries, using the source-well contract #110421-ALT. 2. The source-well cooperative has proven to be a cost savings over going out to bid.		

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

	SECTION 5: Purcha	ase Requisition Informat	ion		
Senc	l Purchase Order To:	Send	Send Invoices To:		
Vendor: Altec Industries, Inc.	Vendor#: 26527	Dept: Division of Transportation	Division: Accounts Payable		
Attn: Toni Tribby	Email: toni.tribby@altec.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov		
Address: 5201 W. 84th St.	City: Indianapolis	Address: 421 N. County Farm Road	City: Wheaton		
State: IN	Zip: 46268	State: IL	Zip: 60187		
Phone: 317-872-3460	Fax:	Phone: 630-407-6900	Fax:		
Send Payments To:			Ship to:		
Vendor: Altec Industries, Inc.	Vendor#: 26527	Dept: Division of Transportation	Division: Highway Maintenance		
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov		
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton		
State:	Zip:	State: IL	Zip: 60187		
Phone:	Fax:	Phone: 630-407-6925	Fax:		
	Shipping	Cor	ntract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Nov 30, 2025		

Purchase Requisition Line Details											
LN	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	AF1472	Chipper Truck	FY25	1500	3510	54120		142,219.00	142,219.00
FY is required, ensure the correct FY is selected. Requisition Total						\$ 142,219.00					

	Comments			
HEADER COMMENTS	Provide comments for P020 and P025.			
	To purchase and deliver one (1) chipper truck #AF1472 and will replace (H-58) for highway maintenance.			
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.			
	Email Approved PO to: Toni Tribby, Jason Walsh, 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.			



DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION

November 25, 2024 Our 95th Year

Ship To:

DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION 180 N COUNTY FARM RD WHEATON, IL 60187 US

Attn: WILLIAM BELL Phone: 630-4076931 Email: william.bell@dupagecounty.gov

Altec Quotation Number:	1593605 - 1
Account Manager:	Toni L Tribby
Technical Sales Rep:	Brennan Neill

Sourcewell Contract# 110421-ALT

<u>ltem</u>	Description	Qty	<u>Price</u>
	Unit & Hydraulic Acc.		
1.	Hydraulic Oil, HVI-22 (Standard)	5	
2.	Standard Pump For PTO	1	
3.	Hot Shift PTO (for Automatic Transmission)	1	
4.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
5.	Additional Unit/Hydraulic Accessory	1	
	-Frame Mounted Reservoir -Suction Strainer, Return Line Filter -Sectional Control Valves and Plumbing		
	Body		
6.	Altec Chip Dump Body 17.5 cubic yard capacity, Designed For Use With An L-Box, 96 inches wide x 72 inches high x 168 inches long with Curbside ladder box and single piece tailgate.	1	
	 A. Structural Channel stringers and floor channel. B. 12 gauge minimum floor plate. C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs. D. 14 gauge roof. E. 26-1/2 inches (673 mm) high tailgate, hinged Curbside with provision to hold open for dumping. F. 12 gauge minimum rear under body skirt panel. G. Class "E" hydraulic hoist, installed, with 45 degree dump angle and body prop. H. LED front and rear lighting package, 2.5 Inch Marker Lights, rubber grommet- 		
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 1 of

Bill To:

180 N COUNTY FARM RD

WHEATON, IL 60187

United States

Quote Number: 1593605 - 1 Altec, Inc.

Atec

<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
7.	 mounted, with wiring harness in automotive type loom. I. Two (2) LED marker lights mounted in the upper front corners of the dump body. J. Two (2) LED strobes mounted in the upper corners of the dump body. K. Curbside built-in ladder compartment, T-Handle latches with lock cylinders, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain. L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. M. Interior of chip body finished with scratch and corrosion resistant liner N. Underside of chip body undercoated. O. Painted Altec White. 	1	
<i>'</i> .	street side compartments with the following compartmentation:	·	
	 A. Streetside: 1st compartment (24 inches long x 58 inches high x 20 inches deep) with three (3) transverse shelves and six locking swivel hooks (3-0-3 combination). Access to transverse compartment extending to back of curbside front compartment. B. Streetside: 2nd compartment (42 inches long x 24 inches high x 20 inches deep) is ventilated. 		
	C. Curbside: 1st compartment (24 inches long x 58 inches high x 20 inches deep) with three (3) transverse shelves and six locking swivel hooks (3-0-3 combination). Access to transverse compartment extending to back of streetside front compartment.		
	 D. Curbside: 2nd compartment (42 inches long x 24 inches high x 20 inches deep) is ventilated. E. Standard features: Bolt on door locks. Gas props on vertical doors. Chain support on drop-down doors. Door locks are three-point t-handle latches with lock cylinders. Finish paint interior compartments the same as exterior. Integrated locking system. Front master locking handle. F. Automotive undercoating applied to entire underside of body. G. Finish paint body Altec White at body manufacturer. 		
	Body and Chassis Accessories		
8.	Set of Safety Chain D-Rings	1	
9.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style) - Hitch Only, Mounting to be Designed by Engineering	1	
10.	Underride Protection	1	
11.	Eyebolt for Trailer Breakaway Cable, 3/8 Inch	1	
12.	Driveaway Safety Kit	1	
13.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)	1	
14.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
15.	Mud Flaps with Altec Logo (Pair)	1	
16.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You	1	Page 2 of 7
	UTILITY FOUIPMENT AND BODIES SINCE 1929		-



Quote Number: 1593605 - 1 Altec, Inc.

<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
	Electrical Accessories		
17.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
18.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
19.	Strobe Lights Wired Battery Hot	1	
20.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1	
21.	Trailer Receptacle, 6-Way (Pin Type) Installed At Rear	1	
22.	Altec Standard Trailer Plug Wiring	1	
23.	Electric Trailer Brake Controller (Curt #51120)	1	
24.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
25.	Cab Mounted Indicator Light Option	1	
	970770797- Dump Body Out of Stow Indicator Light, Installed in Cab		
	Finishing Details		
26.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
27.	Finish Paint Body Accessories Above Body Floor Altec White	1	
28.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
29.	Safety and Instructional Decals English	1	
30.	Vehicle Height Placard Installed In Cab DEPS 002	1	
31.	HVI-22 Hydraulic Oil Placard	1	
32.	Focus Factory Build	1	
33.	Delivery Of Completed Unit	1	
34.	Inbound Freight	1	
35.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
36.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 3



Quote Number: 1593605 - 1 Altec, Inc.

<u>ltem</u>	Description	Qty	<u>Price</u>
37 <u>.</u>	AF1472L	1	
	<u>Chassis</u>		
38.	Altec Supplied Chassis	1	
39.	Chassis	1	
40.	2024 Model Year	1	
41.	Freightliner M2-106	1	
42.	Dual Rear Wheel	1	
43.	Set Back Axle	1	
44.	4x2	1	
45.	Chassis Cab	1	
46.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
47.	Chassis Without Front Frame Extensions	1	
48.	No Air Horn	1	
49.	AM/FM Radio	1	
50.	Cruise Control	1	
51.	120 Clear CA (Round To Next Whole Number)	1	
52.	GVWR 25,999 LBS	1	
53.	12,000 LBS Front GAWR	1	
54.	21,000 LBS Rear GAWR	1	
55.	Spring Suspension	1	
56.	Cummins B6.7	1	
57.	Diesel	1	
58.	Allison 2500 RDS Automatic Transmission	1	
59.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
60.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
61.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
62.	No CARB Clean Idle Certification Required	1	
63.	EPA Emissions	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		Page 4



<u>ltem</u>	Description	<u>Qty</u>	<u>Price</u>
64.	No Idle Engine Shut-Down Required	1	
65.	Hydraulic Brakes	1	
66.	Park Brake In Rear Wheels	1	
67.	Battery Under Cab Left Hand	1	
68.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
69.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004)(148-074)(87L- 003)	1	
70.	Freightliner/Allison Body Builder Connection (34C-001)	1	
71.	No Prewire Chassis	1	
	Additional Pricing		
72.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Sourcewell Contract# 110421-ALT

Unit / Body / Chassis Total	142,219.00
Additional Total	0.00
FET Total	0.00
Total	142,219.00

Altec Industries, Inc.

ΒY

Brennan Neill

Notes:

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Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

Estimated Delivery: months after receipt of order PROVIDING: A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.



- B. Customer approval drawings are returned by requested date.
- C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery. D. Customer expectations are accurately captured prior to major components being ordered (body,

chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 3 This quotation is valid until DEC 26,2024. After this date, please contact Altec Industries, Inc. for a possible extension.
- 4 F.O.B. #FOB_TERMS#
- 5 Interest charge of 1/2% per month to be added for late payment.
- 6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 9 Any payment made by a credit card may be subject to a surcharge fee.
- 10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You



Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable) Fall Protection System Fire extinguisher/DOT kit Platform Liner (When Applicable) Altec Sentry Training Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 17 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Sourcewell Contract# 110421-ALT



Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Signature on file

Altec Industries, Inc.

Signature on file

By:

Jeremy Schwartz **Title: Chief Procurement Officer** 1/12/2022 | 12:44 PM CST Date: _____

By: _ **Riley Browne Title: Contract Specialist** 1/12/2022 | 1:03 PM CST

00013E31100070A...

Date:

Approved:

Signature on file

By:

Chad Coauette Title: Executive Director/CEO

1/12/2022 | 1:06 PM CST 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: // -/<u>3</u>-24 Bid/Contract/PO #: //0421 - ALT

Company Name: Altec Industries	Inc.	Company Contact:	Travis	Bradley	
Contact Phone: 919 - 795 - 5792		Contact Email:	travis.	bradley ()	alter.com

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

 Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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	Danar	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics_at the county/

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

Authorized Signatu	«Signatu	re on	file	
Printed Name	Travis	Bradle	y	
Title	Techairal	Sales	Manager	
Date	11/13/24		J	

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



File #: DT-P-0063-24

Agenda Date: 12/3/2024

Agenda #: 21.H.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND H.W. LOCHNER, INC. FOR PROFESSIONAL SERVICES FOR DEVELOPMENT OF A CONCEPT STUDY FOR AN ACTIVE TRANSPORTATION PLAN FOR THE DIVISION OF TRANSPORTATION SECTION 24-ATPLN-00-PL (CONTRACT TOTAL NOT TO EXCEED \$147,851.66)

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

WHEREAS, the COUNTY requires Professional Services for development of a Concept Study for an Active Transportation Plan, for the Division of Transportation, Section 24-ATPLN-00-PL; and

WHEREAS, H.W. Lochner, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services, and is willing to perform the required services for an amount not to exceed \$147,851.66; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, with the services required hereunder to be completed by October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and H.W. Lochner, Inc. be hereby accepted and approved for a contract total not to exceed \$147,851.66 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 H.W. Lochner, Inc., 225 West Washington Street, Suite 1200, Chicago, Illinois 60606, by and through the Division of Transportation.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



DTE OR RENEWAL #: -DOT MITTEE DATE:	INITIAL TERM WITH RENEWALS: OTHER PROMPT FOR RENEWAL:	INITIAL TERM TOTAL COST: \$147,851.66 CONTRACT TOTAL COST WITH ALL RENEWALS:			
	PROMPT FOR RENEWAL:	RENEWALS:			
		\$147,851.66			
M TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:			
	TWO YEARS	INITIAL TERM			
	Department Information				
	DEPT:	DEPT CONTACT NAME:			
	Division of Transportation	Stephen Travia, P.E.			
TACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:			
i	630-407-6900	sephen.travia@dupagecounty.gov			
SITE:	DEPT REQ #:				
	· · · · · · · · · · · · · · · · · · ·	Department Information DEPT: Division of Transportation TACT PHONE: DEPT CONTACT PHONE #: 630-407-6900			

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 services for development of a concept study for an active transportation plan, for the Division of Transportation. With contract total not to exceed \$147,851.66 through October 31, 2026. Section #24-ATPLN-00-PL.

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

Contract to develop an the DuPage County Active Transportation Plan.

	SECTION 2: DECISION MEMO REQUIREMENTS
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED RFP (REQUEST FOR PROPOSAL)	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	Describe method used to select source.						
	Request For Proposal #24-086-DOT						
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to H.W. Lochner, Inc. this is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that H.W. Lochner, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.						

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

	SECTION 5: Purcha	se Requisition Informat	ion			
Send Purcha	ase Order To:	Send Invoices To:				
Vendor: H.W. Lochner, I nc.	Vendor#: 12406	Dept: DOT Finance	Division:			
Attn: Paul A. Loete, P.E.	Email: ploete@hwlochner.com	Attn:	Email: DOTFinance@dupagecounty.gov			
Address: 25 W. Washington Street 12th Floor	City: Chicago	Address: 421 N County Farm Road	City: Wheaton			
State: Illinois	Zip: 60606	State: Zip: Illinois 60187				
Phone: 312-372-7346	Fax:	Phone: 630-407-6900	Fax: 630-407-6901			
Send Pay	ments To:	Ship to:				
Vendor: H.W. Lochner, Inc.	Vendor#: 12406	Dept:	Division:			
Attn:	Email:	Attn:	Email:			
Address: ACH	City:	Address: City:				
State:	Zip:	State:	Zip:			
Phone:	Fax:	Phone:	Fax:			
Ship	l oping	Cor	ntract Dates			
Payment Terms: PER 50 ILCS 505/1						

Purchase Requisition Line Details												
	LN	Qty	UOM	ltem Detai l (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
	1	1	EA		24-ATPLN-00-PL (FY2025)	FY25	1500	3500	54040	ACT_TRAN S_PLAN	100,000.00	100,000.00
	2	1	EA		24-ATPLN-00-PL (FY2026)	FY26	1500	3500	54040	ACT_TRAN S_PLAN	47,851.66	47,851.66
	FY is required, ensure the correct FY is selected.						\$ 147,851.66					

	Comments						
HEADER COMMENTS	Provide comments for P020 and P025. Professional services for development of a concept study for an active transportation plan, for the Division of Transportation. With contract total not to exceed \$147,851.66 through October 31, 2026. Section #24-ATPLN-00-PL.						
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.						
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 10/31/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov						
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.						

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND H.W. LOCHNER, INC. PROFESSIONAL SERVICES FOR DEVELOPMENT OF A CONCEPT STUDY FOR AN ACTIVE TRANSPORTATION PLAN Section No. 24-ATPLN-00-PL

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and H.W. Lochner Inc., licensed to do business in the State of Illinois, with offices at 225 W. Washington St, Suite 1200, Chicago, Illinois 60606; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional services to develop a concept study for an Active Transportation Plan, Section: 24-ATPLN-00-PL (hereinafter referred to as PROJECT); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$147,851.66; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. 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.
- The relationship of the CONSULTANT to the COUNTY is that of 2.4 independent contractor, and nothing in this AGREEMENT is intended nor shall it be construed to create an agency, joint venture relationship, employment, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation(hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the authorized signatory for the department.

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

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, receive, deny, approve, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of subconsultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by <u>October 31, 2026,</u> unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A, or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$147,851.66. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a <u>2.8 direct labor multiplier</u> applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier should include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(a) below.

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

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

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

> i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

> ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change;

iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct costs are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the web site at http://www.state.il.us/agency/idol/ or calling the Illinois Department of Labor at 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is The CONSULTANT shall notify each of its subrequired. consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY.

The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
 - 8.1.a Worker's Compensation Insurance in statutory amounts.
 - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

8.1.c Commercial (Comprehensive) General Liability **Insurance**, (including contractual liability) with a not less than three million dollars limit of (\$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) liability. An Endorsement must also excess be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d Commercial (Comprehensive) Automobile Liability

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

- 8.1.e Professional Liability Insurance (Errors and **Omissions)** shall be provided with minimum limits of at one million (\$1,000,000.00) least per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase,

maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the nonbreaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

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- 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 under federal Small Business Administration business standards. compliance with the In 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 https://mwv.dupagecounty.gov.
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

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14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

- (b) The expiration of this AGREEMENT on <u>October 31, 2026</u>, 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 October 31, 2026,
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

21.0 NOTICES

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

H.W. Lochner, Inc.

25 W. Washington Street 12th Floor Chicago, IL 60606 ATTN: Paul A. Loete, P.E. Midwest Regional Manager PHONE: 312.372.7346 EMAIL: ploete@hwlochner.com

DuPage County Division of Transportation

421 N. County Farm Road Wheaton, IL 60187 ATTN: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

- 24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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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 the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of а treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Jacque Henrikson, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S subconsultant(s) being properly staffed while engaged in the PROJECT.

Remainder of page left intentionally blank) (Signature page follows)

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

COUNTY OF DuPAGE

Deborah A. Conroy, Chair DuPage County Board

H.W. LOCHNER, INC. Signature on file

Signature

Lance G Peterman Jr Print Name Vice Phesident

Title

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek, County Clerk

Signature

Laurie Anita Davie Print Name Administrative Assistant Title

ONGOING MANAGEMENT FOR OUR SERVICES

TASK 1 – STAKEHOLDER ENGAGEMENT

TASK 1.1 OUTREACH & MARKETING STRATEGY

 \bigcirc In partnership with Metro Strategies (Metro), the Lochner Team will work with County staff to develop an Outreach and Marketing Strategy for the DuPage County Active Transportation Plan (Plan) leveraging our team's collective local DuPage experiences to identify ideas for key stakeholders. The Plan will include elements such as engagement objectives, outreach needs, desired outcomes, key stakeholders, and target audiences. It will include a summary of proposed outreach events, surveys, and other activities in addition to the proposed timelines. The specific objectives of the Outreach and Marketing Strategy includes:

- Focusing on vulnerable roadway users and disadvantaged communities. Designing engagement strategies and identifying the most appropriate way to engage the above-mentioned populations will determine the success of the planning process.
- Communicating in a way that stakeholders and the public will understand. The Lochner team has the capabilities to conduct outreach in English and Spanish, with topics presented in a manner that is easily understood. This includes creating graphics that simplify complex technical topics, as well as avoiding acronyms and transportation jargon.
- Using a variety of engagement strategies to reach out to as many groups of the County's population as possible. The Lochner Team will engage with DuPage stakeholders and residents virtually and in-person to capture a diverse group of participants. The Lochner and Metro team have expertise in using exciting tools to better engage those often traditionally left out of public involvement processes.

MARKETING AND BRANDING STRATEGY

Metro will work with County staff to develop at least two (2) but no more than four (4) logo options and other appropriate branding to make the plan recognizable to the public and distinguished from other county initiatives. All content will be designed in accordance with accessibility guidelines. Consistent branding will be included on all print and online public-facing material including presentations,

flyers, press releases, and FAQ sheets. The Engagement Task Lead, Tammy Wierciak, and supporting staff, will work with the County staff to identify the list of marketing materials that will be developed throughout the Plan process. Locations where content should be made available, including the purchasing of ad space via social media will be identified.

TASK 1.2 ONLINE PLATFORM

The Lochner Team will develop a customized project webpage using an interactive and illustrative platform such as Rise 360. A key component of the project would involve using maps to gather data and communicate information. These online engagement tools would allow for seamless integration of cartography and data collection into the project, including an online survey and interactive webmap. Lochner has recently applied such tools successfully on recent projects, as shown below.



San Bernardino ATP webpage with online mapping tool integration using ESRI StoryMaps: https://storymaps.arcgis.com/ stories/614fd894a57a402c9c823cfe946076f0

East San Fernando Valley Light Rail webpage using Rise 360: <u>https://rise.articulate.com/share/</u> S5htB4e96HcN1goGVPZalVuKcAO B3NI

Montclair ATP & SRTS webpage: <u>https://rise.articulate.</u> com/share/AAT-0KOIAy7XW9FeX3IsfnNUUyH3P5KO#/

TASK 1.3 DIRECT OUTREACH

In consultation with County staff, Tammy Wieciak and supporting staff will identify and coordinate participation of up to six (6) engagement opportunities (three inperson and three virtual). Locations for the events will be determined based on a demographic analysis of equity focus areas and from talking to key stakeholders/ community groups who represent disadvantaged and traditionally under-served populations. Direct outreach to encourage participation in and gather feedback about the Plan will be focused on fun activities where community members are expected to engage in interactive exercises to provide their thoughts and feedback on specific corridors, infrastructure treatments, or lack of infrastructure captured through conversation and discussion. We will gamify the activities to draw people over. One example is the Traffic Calming RC Course mat we made for kids to drive remote control vehicles on in Buena Park. We will select dates, locations, and times most convenient for the public, including weekends and after hours to maximize participation. Workshops and participation in countywide events will be promoted through a variety of communication channels. This includes the project webpage and County websites, social media, e-newsletters, press releases in local newspapers and flyers in high foot-traffic locations.

Tammy will work with County staff to identify locations that are likely to attract a diverse group of roadway users to push for further mobility equity. Virtual formats could utilize platforms such as Zoom, GoToMeeting, or Facebook Live and include interactive features such as polls, moderated real-time chats, presentations, and discussions. All content will be developed to help evaluate the needs of different roadway users and allow participants to consider how others interact with roadways, an essential piece when trying to build consensus. Large display boards with maps, graphics, renderings, and other visually appealing images will be prepared. It is anticipated that boards will be graphic heavy and word light.

STEERING COMMITTEE MEETINGS

Lochner's Engagement Team will develop content for and facilitate up to three (3) Steering Committee meetings in this first project stage. Jacque will work with County staff to identify representatives who should receive invitations to participate in the meetings to ensure that a diverse group of stakeholder needs are considered throughout the decision-making process.

TASK 1 DELIVERABLES

- Outreach and marketing strategy memorandum
- Branding and marketing collateral including a minimum of three (3) flyers, up to four (4) project logos (horizontal/vertical and/or black/white/ multicolor); two (2) information sheets; two outreach presentations; templates; press releases; and at least 10 social media posts
- Online platform/webpage
- Online and print survey
- GIS-based map survey
- 6 community events (3 in-person, 3 virtual): open houses, workshops, pop-ups and event notices, signin sheets
- Four (4) Steering Committee meetings and notes
 Stakeholder Engagement Penert
- Stakeholder Engagement Report

TASK 2 - EXISTING CONDITIONS ANALYSIS: DATA COLLECTION, MAPPING AND MODELING

TASK 2.1 EXISTING BICYCLE AND PEDESTRIAN TRIPS

Lochner's Active Transportation Planning Lead, Frank Barrera, RSP1 and supporting staff will collaborate with the County to develop estimates on the number of existing bicycle trips and pedestrian trips to County destinations, both in absolute numbers and as a percentage of all trips. Data will be collected through US Census data from the American Community Survey, as well as information gathered from stakeholder discussions and online surveys on the frequency and comfort of walking and biking. Estimated trips will be based on this data, available count data, and an analysis of surrounding activity centers.

TASK 2.2 CRASH DATA

Lochner has extensive experience working with bicycleand pedestrian-involved collision data both in Illinois and other states through our experience in developing over 35 Systemic Safety Analysis Reports (SSAR) and Local Roadway Safety Plans (LRSP) over the past five years. We understand that DuPage is currently underway on a SS4A Safety Action Plan (Lochner is leading the Kane County Safety Action Plan). We will coordinate with this team and incorporate the descriptive statistics and High Injury Network findings into the DuPage Active Transportation Plan.

TASK 2.3 LAND USE AND DEMOGRAPHIC EQUITY

Understanding existing land uses and demographics is critical to identify, design, and implement the appropriate improvements to support an active transportation network. Our National Transit Planning Lead Taiwo Jaiyeoba and GIS specialist Tom Chalmers will utilize available data to develop a series of GIS maps summarizing the land use and disadvantaged communities throughout the County. The maps will include locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, projected residential development, Census data and USDOT Equitable Transportation Community Explorer data. In addition, community destinations of high importance that are identified through outreach activities will be mapped to assist in the future prioritization of projects. These maps will help set the framework for identification of infrastructure and program improvements, as well as funding opportunities for these improvements. Taiwo brings fresh ideas as a national thought leader who understands the intrinsic link between land use and transportation. In his public sector experience he led the implementation of numerous catalytic active transportation projects through this lens.

TASK 2.4 EXISTING BICYCLE NETWORK, BICYCLE PARKING, PEDESTRIAN NETWORK & ADA ACOMMODATIONS

This will include a map of existing County bikeway facilities, bikeway facilities in neighboring jurisdictions, major transit and bus routes, key destinations attracting bicyclists (including but not limited to schools, parks, shopping centers, etc.), business districts, multi-use trails, and other bicycle trip destinations. The team will leverage their deep familiarity with the county from working on numerous active transportation plans in DuPage municipalities and collect and map relevant DuPage, State and municipal capital program projects. The inventory will capture existing infrastructure conditions, elements under construction or recommended through other planning efforts, and physical gaps in the network and bicycle facilities within the bikeshed of transit stops in DuPage.

We will prepare maps and descriptions of existing pedestrian facilities with a focus on identifying gaps in the current network around priority destinations using CMAP's Sidewalk Inventory data. Focus areas will be analyzed using high-resolution imagery, such as from Nearmap. Site visits will also be conducted at key locations of note, such as activity generators, high-crash areas, or other locations noted as in need of improvements during the community engagement process. Areas will be noted that are in need of ADA improvements such as non-compliant or missing ramps, broken or missing sidewalks, inadequate sidewalk widths, etc., focusing on areas with higher percentages of people with disabilities.

TASK 2.5 EXISTING TRANSIT INTEGRATION, FIRST/LAST MILE FACILITIES, AND BICYCLE PARKING

Rather than just being an inventory of existing datasets, we will approach the existing conditions report as a way to highlight opportunities for the future strategies stage of the plan. A key factor for the Plan in the next stage will be the development of a transit implementation framework for first mile/last mile facilities and bicycle parking that will outline various implementation strategies, including communication strategies between County departments and partner agencies. The National Transit Planning Lead Taiwo Jaiyeoba and support staff will develop a map and description of existing non-motorized connections to

transit, including Pace bus stops and Metra stations. Areas shall include first/last mile connections and amenities such as bicycle parking facilities at transit stops, rail and transit terminals, park and ride lots, and bike racks and other amenities for transporting bicyclists and bicycles on transit and rail vehicles.

TASK 2.6 PLANNING AND POLICY DOCUMENTS REVIEW

The Active Transportation Design and Planning Team will assemble, review, and analyze relevant existing transportation plans, policies and area plans relevant to inform the Active Transportation Plan to provide a solid goal, policy, and project framework on which to develop the Plan Update. The team will also conduct a literature review of best practices for mitigating mobility obstacles as implemented by other agencies and peer counties. The team will facilitate departmental interviews to understand and document the project delivery process for complete

streets and active transportation projects in the County.

Our National Funding Lead Mike Nilsson, AICP, OTP will also consider how the County is currently

leveraging various funding sources. The team will also identify and briefly describe the applicable bicycle and pedestrian plans of adjacent jurisdictions. By engaging our national policy and funding leads in this stage of the process, we will provide an understanding of not only what policies and programs show on paper (e.g. a traditional literature review), but also how they actually work in (\mathbf{O}) action, highlighting opportunities for improvements.

TASK 2 DELIVERABLES

- Tables of Data (to include .xlsx format) on trip generation to be included in Final Plan
- GIS layers and maps of collision data, tables of collision data (to include .xlsx formats) for Final Plan, hot spot with collision factors
- GIS land use layer and maps
- GIS layers and maps of existing bicycle facilities and bicycle parking
- GIS layers and maps of existing pedestrian facilities indicating sidewalk conditions
- GIS transit integration layers and maps
- Summary of the applicable existing regional, countywide and adjacent local bicycle and pedestrian plans and policies and a description of opportunities for the Countywide ATP Existing Conditions Report, at least eight (8) fact sheets

TASK 3 – PROJECT MANAGEMENT

TASK 3.1 PROJECT KICK-OFF MEETING

The Lochner Project Manager, Jacque Henrikson, will organize and lead a kick-off meeting with DuPage County. Through the discussion of project goals, objectives, schedule, and responsibilities, the kick-off meeting will establish an understanding of expectations and a path towards successful project execution. In advance of the kick-off meeting, the Lochner Team will prepare and circulate a draft agenda and incorporate any feedback/ comments. The Lochner Team will also prepare a Data Needs Request Memorandum that lists major items needed to advance the Active Transportation Plan.

TASK 3.2 REGULAR PROJECT MANAGEMENT MEETINGS

Jacque and supporting management staff, will discuss progress of the Active Transportation Plan with County Staff and other members of the project team through biweekly progress meetings scheduled via teleconference (Microsoft Teams, Google Meet, Zoom) through the duration of the project. During the progress meetings, the Lochner Team will discuss project activities, coordinate project deliverables, and review the project budget and



schedule. Any potential risks and challenges will also be identified during the progress meetings with solutions discussed to deliver project success. The Lochner Team will lead the development of all agendas and meeting minutes for the progress meetings. In-person meetings may be held in-lieu of teleconferences as determined upon mutual agreement between the County and the Lochner Team for key milestone meetings, such as at project kick-off. Two rounds of meetings will also be scheduled with neighboring communities to make sure that DuPage County Active Transportation Plan recommendations are coordinated with surrounding jurisdictions.

> TASK 3 DELIVERABLES

Kick-off meeting agenda, meeting notes, project management plan, schedule, data request list
Monthly status reports, invoices

PROJECT SCHEDULE

DUPAGE COUNTY ACTIVE TRANSPORTATION PLAN

PROJECT SCHEDULE		Months											
	PROJECT SCHEDOLE	1	2	3	4	5	6	7	8				
1	STAKEHOLDER ENGAGEMENT												
1.1	Outreach & Marketing Strategy												
	Online Platform												
1.3	Direct Outreach												
1.4	Stakeholder Engagement Report (Draft and Final)												
2	DATA COLLECTION, MAPPING AND MODELING												
2.1	Existing Bicycle and Pedestrian Trips												
2.2	Crash Data												
2.3	Land Use												
2.4	Existing Bicycle Network and Bicycle Parking												
2.5	Existing Pedestrian Network												
2.6	Existing Transit Integration, First Last Mile Facilities and Bicycle Parking												
2.7	Planning and Policy Documents Review												
2.8	Existing Conditions Report (Draft and Final)												
3	PROJECT MANAGEMENT												
3.1	Project Kick-off Meeting												
3.2	Monthly Reporting/Invoicing												
3.3	Technical Assistance and Presentations												
3.4	Regular Project Management Meetings												
			Lochner	Team Tas	sk / Progr	ess		Client Re	eview				

LIST OF PERFORMANCE METRIC GUARANTEES

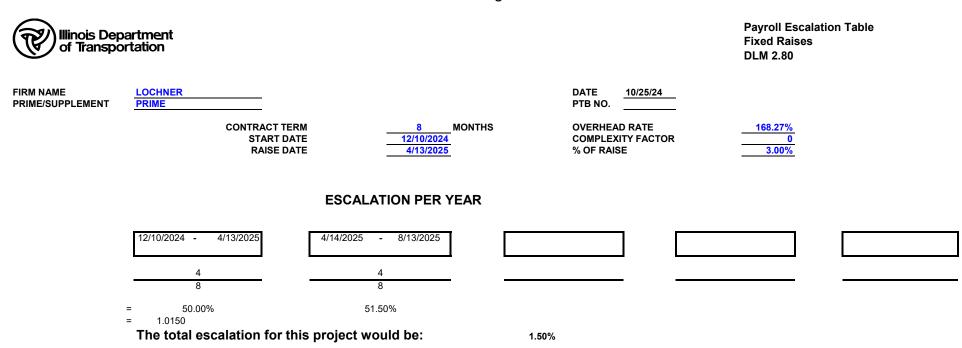
Lochner strives to provide the highest quality and most responsive consulting services to our clients. Our success and growth over our 80-year history is attributed to our relentless desire to provide best in class service to our clients. For the DuPage ATP project, Lochner commits to the following:

- Quality Lochner will provide high quality deliverables aligned with our scope of services that accomplish the stated goals of the County.
- Budget We commit to not exceeding the project budget for the scope of work negotiated with the County.
- Schedule we commit to meeting the mutually agreed upon project schedule.
- Staffing We commit that the staff contained in this statement of qualifications will be available and assigned to the project.

INTERNAL PROBLEM ESCALATION PROCESS

In the event of an issue, our Project Manager Jacque Henrikson AICP will consult with the Principal-in-Charge Jason Moller, PE to identify a path forward, and stay in close communication with the County by phone and email, with the issue, solution and targeted date for resolution. The team leads can be reached by phone or email and will provide a reply to the County within 24 hours of contact.

EXHIBIT A Page 5 of 12





Payroll Rates

10/25/24

FIRM NAME PRIME/SUPPLEMENT PTB NO. LOCHNER DATE PRIME

\$0.00

ESCALATION FACTOR

1.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$86.00	\$86.00
PLANNING MANAGER	\$55.29	\$56.12
PROJECT MANAGER II	\$72.12	\$73.20
PLANNER I	\$35.58	\$36.11
PLANNER III	\$47.10	\$47.81
ENGINEER II	\$53.74	\$54.55
POLICY ADVISOR	\$86.00	\$86.00
FUNDING ADVISOR	\$86.00	\$86.00
PROJECT ACCOUNT SPECIALIST	\$34.67	\$35.19
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Cost Estimate

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Firm	LOCHNER
Route	DuPage County Active Transportation Plan
Section	
County	DuPage
Job No.	
PTB & Item	

	(Direct Labor Multiple
Date	10/25/24
Overhead Rate	168.27%
Complexity Factor	0

DBE DROP	ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY	DBE TOTAL	TOTAL	% OF GRAND
BOX		(4)				OTHERS	(0.0.5)	(0.0.5)	TOTAL
		(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	00.040/
	Stakeholder Engagement	217	12,096.42	33,869.96	149.99			34,019.95	23.01%
	Data Collection, Mapping and Moc	291	18,631.02	52,166.85	150.00			52,316.85	35.38%
	Project Initiation and Management	56	3,179.22	8,901.80				8,901.80	6.02%
DBE	Metro Strategies					52,613.05	52,613.05	52,613.05	35.59%
	TOTALS	564	33,906.65	94,938.62	299.99	52,613.05	52,613.05	147,851.66	100.00%

DBE 35.59%

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



EXHIBIT A Page 8 of 12

Average Hourly Project Rates

Route

DuPage County Active Transportation Plan

Section

County Job No. PTB/Item

DuPage

Consultant LOCHNER

Date 10/25/24

Sheet <u>1</u> OF <u>1</u>

Payroll			roject Rate	S	Stakeho	lder Engage		Data Co	llection, Ma	oping and N	Project I	Initiation an					Metro St	rategies	
	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
PRINCIPAL	\$86.00		8.16%	7.01	20	9.22%	7.93	18	6.19%	5.32	8	14.29%	12.29						
PLANNING MANAGER	\$56.12	126	22.34%	12.54	55	25.35%	14.22	55	18.90%	10.61	16	28.57%	16.03						
PROJECT MANAGER II	\$73.20	96	17.02%	12.46	40	18.43%	13.49	44	15.12%	11.07	12	21.43%	15.69						
PLANNER I	\$36.11	116	20.57%	7.43	44	20.28%	7.32	60	20.62%	7.45	12	21.43%	7.74						
PLANNER III	\$47.81	58	10.28%	4.92	58	26.73%	12.78												
ENGINEER II	\$54.55		6.74%	3.68				38	13.06%	7.12									
POLICY ADVISOR	\$86.00		9.22%	7.93				52	17.87%	15.37									
FUNDING ADVISOR	\$86.00	24	4.26%	3.66				24	8.25%	7.09									
PROJECT ACCOUNT SPECI	\$35.19	8	1.42%	0.50							8	14.29%	5.03						
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TOTALS		564	100%	\$60.12	217	100%	\$55.74	291	100%	\$64.02	56	100%	\$56.77	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT A Page 9 of 12

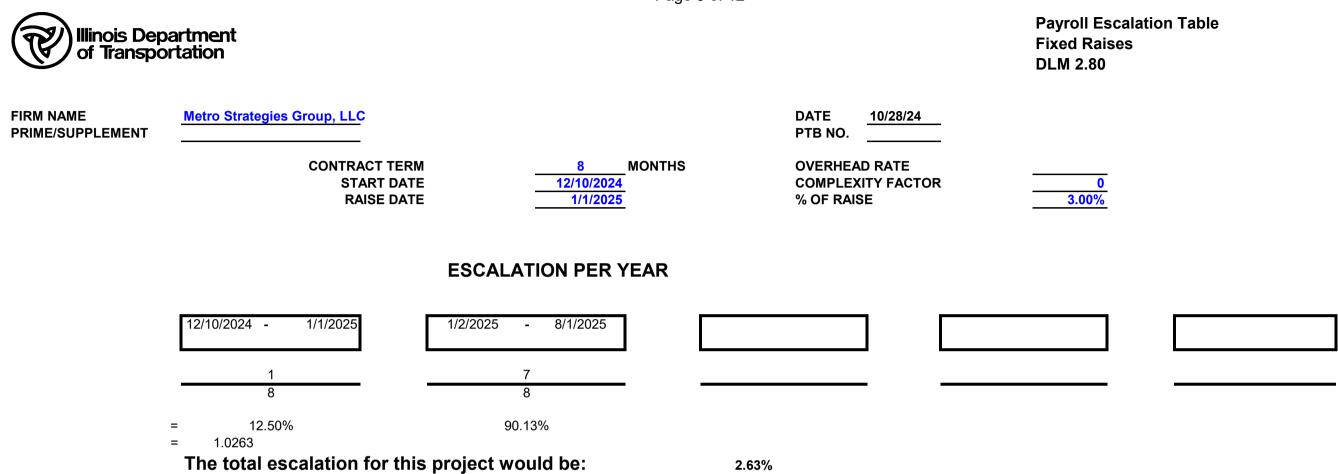


EXHIBIT A Page 10 of 12



Payroll Rates

PTB NO.

ESCALATION FACTOR

2.63%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$82.30	\$84.46
Senior Project Manager	\$49.85	\$51.16
Senior Communications Man		\$48.55
Project Manager	\$39.12	\$40.15
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Cost Estimate

Consu	ltant	Se
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Firm	Metro Strategies Group, LLC
Route	DuPage County Active Transportation Plan
Section	
County	DuPage
Job No.	
PTB & Item	

	(Direct Labor Multiple
Date	10/28/24
Overhead Rate	0.00%
Complexity Factor	0

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
DBE	Stakeholder Engagement	290	14,472.69		7,050.00		47,573.53	47,573.53	90.42%
DBE	Project Initiation and Management	28	1,799.83	5,039.52			5,039.52	5,039.52	9.58%
	TOTALS	318	16,272.52	45,563.05	7,050.00	0.00	52,613.05	52,613.05	100.00%

DBE 100.00%

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

Illinois Department of Transportation
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EXHIBIT A Page 12 of 12

Average Hourly Project Rates

Route

Job No. PTB/Item

Section

County

DuPage

DuPage County Active Transportation Plan

Metro Strategies Group, LLC Consultant

Date 10/28/24

Sheet 1 OF <u>1</u>

Payroll			roject Rate			lder Engage			nitiation an										
	Hourly	Hours		Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Principal	\$84.46		20.44%	17.26	50	17.24%	14.56	15	53.57%	45.25									
Senior Project Manager	\$51.16		3.46%	1.77	10	3.45%	1.76	1	3.57%	1.83									
Senior Communications Mana	\$48.55		18.87%	9.16	60	20.69%	10.05												
Project Manager	\$40.15		57.23%	22.98	170	58.62%	23.53	12	42.86%	17.21									
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TOTALS		318	100%	\$51.17	290	100%	\$49.91	28	100%	\$64.28	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

DELIVERABLES

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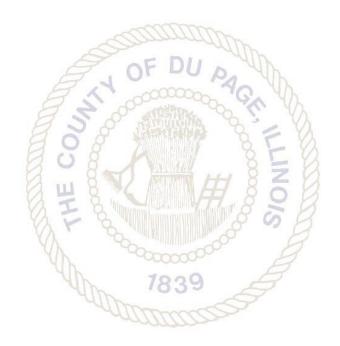


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Lochner

PROJECT: DuPage County Active Transportation Plan

Classification	Rate	Range	Reason for
Classification	Minimum	Maximum	Adjustment/Addition/Deletion
Office Manager I	\$86.00	\$86.00	
Principal	\$86.00	\$86.00	
Project Manager III	\$86.00	\$86.00	
Project Manager II	\$71.00	\$86.00	
Project Manager I	\$53.00	\$86.00	
Structural Engineer IV	\$86.00	\$86.00	
Structural Engineer III	\$68.00	\$86.00	
Structural Engineer II	\$45.00	\$54.00	1h
Structural Engineer I	\$42.00	\$54.00	
Engineer Associate I	\$33.00	\$45.00	
Engineer Associate II	\$39.00	\$53.00	E 8
Engineer IV	\$78.00	\$86.00	E 8
Engineer II	\$47.00	\$81.00	28
Engineer I	\$42.00	\$49.00	18
Project Account Specialist	\$34.00	\$54.00	8
Construction Engineer II	\$63.00	\$78.00	B
CADD manager	\$70.00	\$82.00	7
Planning Manager	\$55.00	\$64.00	
Planner III	\$47.00	\$67.00	
Planner II	\$40.00	\$47.00	
Planner I	\$33.00	\$44.00	
Intern	\$23.00	\$28.00	
Policy Advisor	\$86.00	\$86.00	
Funding Advisor	\$86.00	\$86.00	

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

Signature of Authorized Agent for CONSULTANT:

Signature

Date:_____

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:_____

Page 1 of 2 Rev 08/23

EXHIBIT C

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

CONSULTANT: Metro Strategies Group, LLC

PROJECT: DuPage County Active Transportation Plan

Classification	Rate	Range	Reason for
Classification	Minimum	Maximum	Adjustment/Addition/Deletion
Principal	\$72.00	\$86.00	
Senior Director	\$58.00	\$86.00	
Director	\$48.00	\$86.00	
Senior Project Manager	\$38.00	\$60.00	
Senior Communications Manager	\$38.00	\$60.00	
Project Manager	\$31.00	\$43.00	
Project Assistant/Associate	\$21.00	\$32.00	<u>}</u>
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Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT:		Date: 10/18/2024
	Signature	
	<u>Seema Wadia</u> Print Name	
Approved By COUNTY:	Yifang Lu, Chief Highway Engineer	Date:

Page 1 of 2 Rev 08/23

Exhibit C Notes

- 1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
- 2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
- 3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
- 4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
- 5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

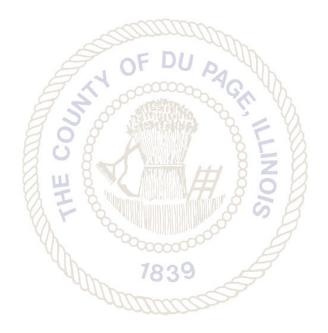


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of	
hereby notifies the COUNTY through the that they need to reassign staff for	the
	project,
Section No	
ACCOLORIDA CON	
Position to be changed:	
Person to be replaced:	
Effective date:	
Reason for requesting change:	
TE SOLUTION SOL	
1839	
- autout	

Proposed Replacement (Name and Title):

(attach resume)

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)	
Lochner			
	⊠ Prime	Supplement	Date

Consultant

ltem	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost				
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		458	\$0.66	\$299.99
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)				
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)				
Tolls	Actual cost				
Parking	Actual cost				
Overtime	Premium portion (Submit supporting documentation)				
Shift Differential	Actual cost (Based on firm's policy)				
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)				
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)				
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)				
Project Specific Insurance	Actual cost				
Monuments (Permanent)	Actual cost				
Photo Processing	Actual cost				
2-Way Radio (Survey or Phase III Only)	Actual cost				
Telephone Usage (Traffic System Monitoring Only)	Actual cost				

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
				Total Direct Cost	\$299.9

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

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name		PTB Number	State Job Number(s)			
Lochner							
		Prime	Supplement	Date	10/18/24	-	
Consultant		1				_	
Metro Strategies Group, LLC							
Item		Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	te rate maximum					
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st (Up to state rate maxi	mum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st					
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval						
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	te rate maximum					
Vehicle Owned or Leased	\$32.50/ha	alf day (4 hours or less) o	or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)						
Rental Vehicle Fuel	Actual co	st (Submit supporting do	ocumentation)				
Tolls	Actual co	st					
Parking	Actual co	st					
Overtime	Premium	portion (Submit support	ing documentation)				
Shift Differential	Actual co	st (Based on firm's polic	y)				
Overnight Delivery/Postage/Courier Service	Actual co	st (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (In-house)	Actual co	st (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)				1	\$1,300.00	\$1,300.00
Project Specific Insurance	Actual cost						
Monuments (Permanent)	Actual co	st					
Photo Processing	Actual co	st					
2-Way Radio (Survey or Phase III Only)	Actual co	st					
Telephone Usage (Traffic System Monitoring Only)	Actual co	st					

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
Facility fees for pop-ups			1	\$750.00	\$750.0
Translation			1	\$4,000.00	\$4,000.0
Website and Online Map Fees			1	\$1,000.00	\$1,000.0
			Г	otal Direct Cost	\$7,050.0

*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



DuPage County Active Transportation Plan - BDE 436 Direct Expenses Justification

Printing

The printing estimate of \$1,300 is based on the following assumptions:

- 3 exhibit boards for 3 events at \$55 each = \$495
- 300 double-sided full color flyers (100 per event) at \$1.22 per page = \$366
- 150 Spanish version of flyer (50 each event) at \$1.38 per page = \$207
- 150 Polish or alternate language version of flyer (50 each event) at \$1.38=\$207
- 150 comment forms at \$0.60 per page= \$90

The estimate is rounded down to \$1,300 and actual costs may vary based on actual numbers and pricing at time of printing.

Pop Up Meeting Facility Fees

There may be facility-related cost for pop-up events. An average budget of \$250 per event is recommended for a total of \$750 for three events, and this cost will only be incurred if required. The actual cost of facility fees will depend on location and specific events. Facility fees may include registration fees to participate in a festival or venue fees and may range from \$75 to \$500.

Translation

Translation costs include translation of print materials and real-time interpretation at live events.

- The average cost of interpretation services ranges from \$500 to \$700 per event. Assuming the need for Spanish interpretation at all three pop-ups plus one additional language for at least two pop-up events, interpretation costs are budgeted at \$3,500.
- An additional \$500 is budgeted for translation of flyers into three languages (about \$167 per translation).

Website/Online Map

- Website Plan Related Fees \$200 per year (website professional plan and domain privacy)
- Website Translation Feature \$300 per year (e.g. *Convey This* add on is about \$290/year)
- Website Online Map Add on \$500 per year (e.g. Map Geo \$480 annually and Map Box \$600 annually)

The total recommended budget amount is \$1000, the actual cost may be lower.



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: 11/1/24

Bid/Contract/PO #: 24-086-DOT

Company Name: H.W. Lochner Inc.	Company Contact: Lance Peterman
Contact Phone: 630.248.5466	Contact Email: Ipeterman@hwlochner.com

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

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

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

Recipient	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	Email

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on file

Printed Name	Lance Peterman	
Title	Vice President	
Date	11/1/24	
Attach additional s	heets if necessary. Sign each sheet and number each page. Page 1 $$ of 1	(total number of pages)



Required Vendor Ethics Disclosure Statement

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

Date:

Bid/Contract/PO #:

Company Name: Metro Strategies Group, LLC	Company Contact: Seema Wadia			
Contact Phone: 630-534-6400 xt 103	Contact Email: swadia@metrostratgroup.com			

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

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

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

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

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

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

....

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

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

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

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

....

• With any request for change order except those issued by the county for administrative adjustments

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

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

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

Authorized Signati	ure Signature on file	
Printed Name	Seema Wadia	
Title	Principal	
Date	10/31/2024	
Attach additional s	heets if necessary. Sign each sheet and number each page. Page of	(total number of pages)



File #: DT-P-0064-24

Agenda Date: 12/3/2024

Agenda #: 21.I.

AWARDING RESOLUTION ISSUED TO LAKESIDE INTERNATIONAL, LLC TO FURNISH AND DELIVER NAVISTAR/INTERNATIONAL REPAIR PARTS AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$150,000.00)

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 Lakeside International, LLC, to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period December 11, 2024 through November 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period December 11, 2024 through November 30, 2025, is hereby approved for issuance to Lakeside International, LLC, 1212 Asche Avenue, Rockford, Illinois 61109-0601, for a contract total not to exceed \$150,000.00.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



This form must accompany all Purchase Order Requisitions

General Tracking		Contract Terms		
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:	
24-3129	Bid #24-119-DOT	1 YR + 3 X 1 YR TERM PERIODS	\$150,000.00	
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:	
TRANSPORTATION	12/03/2024	3 MONTHS	\$600,000.00	
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:	
	\$150,000.00	FOUR YEARS	INITIAL TERM	
Vendor Information		Department Information		
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:	
Lakeside International LLC	24397	Division of Transportation	Roula Eikosidekas	
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:	
Matt Zimmerman	815-484-0031	630-407-6920	roula.eikosidekas@dupagecounty. gov	
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	1	
mzimmerman@lakesidetrucks.com		24-1500-79		

Overview

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

DOT Fleet is requesting a purchase order from Lakeside International LLC, to furnish and deliver Navistar/International OEM Replacement Parts on an as-needed basis. This contract shall be effective December 11, 2024 through November 30, 2025, for a contract total not to exceed \$150,000.00, per low bid #24-119-DOT. This contract is subject to three one-year renewals upon mutual agreement by both parties.

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

To provide Navistar/International OEM Replacement Parts required for the maintenance and repair of County owned and operated vehicles and equipment.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED

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

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	Describe method used to select source.						
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).						

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

	SECTION 5: Purchase I	Requisition Informat	ion	
Send Pur	rchase Order To:	Send Invoices To:		
Vendor: Lakeside International LLC	Vendor#: 24397	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Matt Zimmerman	Email: mzimmerman@lakesidetrucks.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 1212 Asche Avenue	City: Rockford	Address: 421 N. County Farm Road	City: Wheaton	
State: IL	Zip: 61109-0601	State: IL	Zip: 60187	
Phone: 779-207-2166	Fax:	Phone: 630-407-6900	Fax:	
Send	Payments To:	Ship to:		
Vendor: Lakeside International LLC	Vendor#: 24397	Dept: Division of Transportation	Division: Fleet Department	
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov	
Address: 11000 W. Silver Spring Road	City: Milaukee	Address: 180 N. County Farm Road	City: Wheaton	
State: WI	Zip: 53225	State: IL	Zip: 60187 Fax:	
Phone: 815-484-4000	Fax:	Phone: 630-407-6931		
S	hipping	Contract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2024	Contract End Date (PO25): Nov 30, 2025	

	Purchase Requisition Line Details											
L	N	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	1	EA		Navistar/International OEM Replacement Parts	FY25	1500	3520	52250		150,000.00	150,000.00
F	FY is required, ensure the correct FY is selected. Requisition Total \$									\$ 150,000.00		

Comments		
HEADER COMMENTS	Provide comments for P020 and P025.	
	To furnish and deliver Navistar/International OEM Replacement Parts for the DOT Fleet.	
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.	
	Email Approved PO to: Matt Zimmerman, 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 COUNTY OF DUPAGE FINANCE - PROCUREMENT NAVISTAR INTERNATIONAL REPLACEMENT PARTS 24-119-DOT BID TABULATION

			\checkmark	
			Lakeside International, LLC	
NO.	ITEM	EST. VALUE	% MARK-UP (+) or DISCOUNT (-)	EXTENDED PRICE
1	Navistar/International Replacement Parts	\$ 130,000.00	-30%	\$ 91,000.00
			GRAND TOTAL	\$ 91,000.00

NOTES 1. Rush Truck Centers of Illinois, Inc. has been deemed non-responsive due to not providing price as requested.

Bid Opening 11/8/2024 @ 2:30 PM	BR, DW
Invitations Sent	35
Total Vendors Requesting Documents	1
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

Estimated Value shown is approximate and intended to establish pricing. The Vendor shall provide a firm percentage markup or discount to manufacturer list prices. All goods shall be shipped F.O.B. Destination.

NO	ITEM	EST. VALUE	% MARK-UP (+) or DISCOUNT (-)	EXTENDED PRICE		
1	Navistar/International Replacement Parts	\$130,000.00	-30 %	\$ 91,000.00		
GRAND TOTAL \$ 91,000.00						
	GRAND TOTAL (In words) NINETY PNE THOUGSNO POLLARS					

All invoices shall include the current list price and calculated discount at the time of purchase.

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.

Signat	Ure on file	NABER, FRIZIN	NG AND ASSETS
			CORPORATE SEAL (If available)
	BID MUST BE SIGNED	AND NOTARIZED (WITH S	SEAL) FOR CONSIDERATION
Subscribed and	sworn to before me this	day of	AD, 20
(No	tary Public)	My Commission Expire	es:

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:

CORRESPON	DENCE TO CONTRACTOR:	REMIT TO CO	NTRACTOR:
NAME	LAKE SIDE INTERNATIONAL	NAME	LAVESIDE INTERNATIONAL
CONTACT	MATT ZIMMER MAN	CONTACT	CHAPE STAPLETON
ADDRESS	1212 ASCHE AVE.	ADDRESS	HODD W. SILVER SPAING RD.
CITY ST ZIP	KOCKFORD, In, 61109	CITY ST ZIP	MILWAUKEE, WI. 53225
ТХ	779-207-2116	ТХ	NA
FX	815-484-0031	FX	414-353-4347
EMAIL	nzimmERMAN & LAKEFIDE	EMAIL	CSTAPLETEN QLAKESIDE PRIVERS
	TRU 249, 1911		r Com
COUNTY BILL TO INFORMATION:		COUNTY SHIP	P TO INFORMATION:
DuPage County	DuPage County Division of Transportation		ty Division of Transportation
Attn: Kathy Black		Fleet Maintenance Department	
421 North County Farm Road		180 North County Farm Road	
Wheaton, IL 60187		Wheaton, IL 60187	
TX: (630) 407-6892		TX: (630) 407-6931	
EMAIL : DOTFI	nane@dupagecounty.gov	EMAIL: william.bell@dupagecounty.gov	

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

(FREIGHT INCLUDED IN PRICE)



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: 10-31-2024

id/Contract/PO #: 🗳 🦨	1-1	19-	DO	/
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Bi

Company Name: LAKEDIDE INTERNATIONAL	Company Contact: JOHN LITSHEIM
Contact Phone: 414-465-1484	Contact Email: JLITSHEIM @LAKESIDE TRUCKS
	» EPM

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Sign	Signature on file
Printed Name	JOHN LITSHEIM
Title	MANAGER PRICING AND ASSETS
Date	10-31-2024
Attach additiona	sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)



File #: DT-P-0065-24

Agenda Date: 12/3/2024

Agenda #: 21.J.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND PARSONS TRANSPORTATION GROUP, INC. PROFESSIONAL TRAFFIC ENGINEERING ASSISTANCE AND SIGNAL COORDINATION AND TIMING (SCAT) SERVICES SECTION 24-0SCAT-05-EG (CONTRACT TOTAL NOT TO EXCEED \$180,000.00)

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 professional services agreement (hereinafter "Agreement"); and

WHEREAS, the COUNTY requires Professional Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) Services, upon request of the Division of Transportation, Section 24-0 SCAT-05-EG; and

WHEREAS, Parsons Transportation Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such Professional Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) Services, and is willing to perform the required services for an amount not to exceed \$180,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, with the services required hereunder to be completed by October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Parsons Transportation Group, Inc. be hereby accepted and approved for a contract total not to exceed \$180,000.00 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 Parsons Transportation Group, Inc., 650 East Algonquin Road, Suite 400, Schaumburg, Illinois 60073, by and through the Division of Transportation.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



General Tracking		Contract Terms		
FILE I D#: 24-3127	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$180,000.00	
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$180,000.00	
	CURRENT TERM TOTAL COST: \$180,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM	
Vendor Information	•	Department Information		
VENDOR: Parsons Transportation Group, Inc.	VENDOR #: 23350	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia, P.E.	
VENDOR CONTACT: Joseph Brahm	VENDOR CONTACT PHONE: 847-485-1054	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov	
VENDOR CONTACT EMAIL: joseph.brahm@parsons.com	VENDOR WEBSITE:	DEPT REQ #:	I	
Overview	I			

ify scope of work, item(s) being purchased, total cost and type ocurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) Services for the Division of Transportation. With a contract total not to exceed \$180,000.00. Section Number 24-0SCAT-05-EG.

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

The Division of Transportation is in need of professional Traffic Engineering and Signal Coordination and Timing (SCAT) services.

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

SECTION 3: DECISION MEMO		
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 6 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, overview of video tool, that will be used by the DOT, and their experience with coordinating with outside entities. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Parsons Transportation Group, 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 Parsons Transportation Group, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Parsons Transportation Group, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.	

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

	SECTION 5: Purchase	e Requisition Informat	ion		
Send Purch	ase Order To:	Send Invoices To:			
Vendor: DO NOT SEND PO TO VENDOR	Vendor#: 23350	Dept: DOT Finance	Division:		
Attn: Joseph Brahm	Email: joseph.brahm@parsons.com	Attn:	Email: DOTFinance@dupagecounty.gov		
Address: 650 E. Algonquin Road, Suite 400	City: Schaumburg	Address: 421 N County Farm Road	City: Wheaton		
State: Illinois	Zip: 60173	State: Illinois	Zip: 60187		
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901		
Send Payments To:			Ship to:		
Vendor: Parsons Transportation Group, Inc.	Vendor#: 23350	Dept:	Division:		
Attn:	Email:	Attn:	Email:		
Address: ACH	City:	Address:	City:		
State:	Zip:	State:	Zip:		
Phone:	Fax:	Phone:	Fax:		
Shi	_l pping	Cor	itract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2024	Contract End Date (PO25): Oct 31, 2026		

					Purchas	se Requis	ition Lin	e Details			
LN	Qty	UOM	ltem Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		24-0SCAT-05-EG (FY2025)	FY25	1500	3500	54040	VVOSCAT	90,000.00	90,000.00
2	1	EA		24-0SCAT-05-EG (FY2026)	FY26	1500	3500	54040	VVOSCAT	90,000.00	90,000.00
FY is	required	d, ensure	the correct FY i	s selected.						Requisition Total	\$ 180,000.00

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. Professional Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) Services for the Division of Transportation. With a contract total not to exceed \$180,000.00. Section Number 24-0SCAT-05-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 10/31/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT

BETWEEN THE COUNTY OF DUPAGE, ILLINOIS and PARSONS TRANSPORTATION GROUP, INC. for TRAFFIC ENGINEERING ASSISTANCE & SIGNAL COORDINATION AND TIMING (SCAT) SECTION NO.: 24-0SCAT-05-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ______, 2024, 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 Parsons Transportation Group, Inc., licensed to do business in the State of Illinois, with offices at 650 E. Algonquin Road, Suite 400, Schaumburg, Illinois, 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 traffic engineering assistance and signal coordination and timing (SCAT), Section No. 24-0SCAT-05-EG, 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 traffic engineering assistance and signal coordination and timing (SCAT) related services and is willing to perform the required services upon request for a total amount not to exceed \$180,000.00; 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 WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT;

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits 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 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 it be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 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 shall be given on behalf of the COUNTY by the Director of Transportation (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) described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.2 In addition to the Notice to Proceed, the Director, or his designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of subconsultant(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 subconsultant, 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 on the Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by <u>October 31, 2026</u>, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in the approved Work Order(s). A preliminary list of work is attached hereto as Exhibit A for approved Work Orders or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$180,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a <u>2.8 direct labor multiplier</u> applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier should include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below.

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

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

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

> i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

> ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change;

> iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- If the scope of work for this AGREEMENT includes the use of 7.5 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://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified as approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
 - 8.1.a Worker's Compensation Insurance in the statutory amounts.
 - 8.1.b Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
 - 8.1.c Commercial (Comprehensive) General Liability **Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director Division Transportation, DuPage County of 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 Transportation, DuPage County Division of 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, well as all applicable coverage and cancellation as 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.
- The coverage limits required under subparagraphs 8.1.c and 8.3 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 <u>et</u> <u>seq</u>.) 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 subconsultant(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 business under federal Small 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.dupagecoounty.gov/).

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

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT 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 <u>October 31, 2026</u>, 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 October 31, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

21.0 NOTICES

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

Parsons Transportation Group Inc.

650 E. Algonquin Road, Suite 400 Schaumburg, IL 60173 ATTN: Joseph Brahm Vice President Phone: 847-485-1054 Email: joseph.brahm@parsons.com

DuPage County Division of Transportation

421 N. County Farm Road Wheaton, IL 60187 ATTN: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. or CDT Monday-Friday); (b) CST served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or nonperformance 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.

26.0 QUALIFICATIONS

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

- 26.2 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved Work Orders.

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

COUNTY OF DUPAGE	PARSONS TRANSPORTATION GROUP, INC
Deborah A. Conroy, Chair	Joesph Brahm
DuPage County Board	Vice President
ATTEST BY:	78 ATTEST BY: BY:
Jean Kaczmarek	
County Clerk	PRINT
	NAME :

TITLE:



November 12, 2024 Mr. Stephen Zulkowski, PE, PTOE Traffic Engineer 421 North County Farm Road Wheaton, IL 60187-2553

Subject: Scope of Work for Traffic Engineering Assistance and Signal Coordination and Timing (SCAT)

The team of Parsons Transportation Group Inc. and Mead & Hunt (collectively referred to as Parsons Team) is submitting the following scope of work. This gives a broad overview of the capabilities that are available to be utilized as part of the work orders.

Project Management

- Leads the overall project, coordinates with DuDOT staff, and ensures all tasks are completed on time and within budget.
- Coordinates and leads all meetings, including bi-weekly condition reports.

Studies and Reporting

- Conducts traffic studies, warrant studies, IDS reports, speed studies.
- Lead all data collection efforts.
- Development and Review of Various Traffic Engineering Studies.

Review and Design

- Reviews traffic signal plans, ITS plans, catalog cuts, geometric review, and special provisions for compliance with DuDOT and industry standards.
- Full Interconnect plan review.
- Complete traffic design work as requested

SCAT and Signals Operations

- Performs all traffic signal related tasks, including monitoring, troubleshooting, and design.
- Perform all optimization and implementation
- Monitor traffic signal operations remotely, diagnose issues, and oversee inspections.
- Handles all public complaints and tracking of them.
- Analyzes traffic data and develop optimized signal timing plans.
- Perform on-call traffic operations

Capabilities

The proposed Team's signal optimization work provides a major positive impact on travelers across the nation. Through the fine-tuning of hundreds of thousands of unique signal timing parameters and settings, the deployment of new signal timing plans is shaping the industry for all modes of transportation. Incorporating many facets of signal timing, including improvements to multimodal mobility and safety, congestion mitigation, special event timing plans, and more, the Team seeks to keep the County's signal system in a good state of repair and enhance multimodal options for travelers. Part of our team are active team members in the NCHRP (National Cooperative Highway Research Program) 03-149 research project, which is focused on the development of the 3rd Edition of the Signal Timing Manual (STM). The research team is employing a flexible, user-centered approach to align the STM with user needs and recent initiatives toward active management of traffic signal systems. In the next edition of the STM, there will be better integration of active management with the STM, and that this may serve as a bridge between fundamental concepts and their applications.

Added Value of the Parsons Team:

The local Parsons team has complimentary skillsets that are not spelled out for this TSMO RFP but that will be helpful in providing holistic TSMO support to DuDOT.

• Extensive experience in IDS and Geometric review. A dedicated local team, but also a full national practice dedicated to traffic studies.



EXHIBIT A Page 2 of 2

- Communications and Network Design This team is often expanding and enhancing gigabit ethernet networks over fiber, WiFi, and cellular. We typically perform all communications design (fiber & IP) for network expansion for LCDOT and DUDOT – working together with the local design firms to assist and review PS&E packages. Parsons has been the lead designer and reviewer for IDOT Interconnects, working directly with Kamil on all systems coming online.
- ATMS We have mixed experience designing and deploying our own ATMS, as well as specifying, inspecting, and testing ATMS upgrades for other manufacturers' systems and performing customizations and upgrades. This included both signal management systems, but also broader integrations to tangential systems for a more comprehensive approach to traffic management.
- Construction Support Our staff has performed construction inspection, testing, and site acceptance for our clients – including fiber optic cable testing. We have experience fusion splicing fiber and testing with power meters and OTDRs.
- Wireless Surveys We have performed wireless surveys via tower, bucket truck, and extension poles to determine line of site. We find it more effective, though, to use actual radios to perform a spectrum analysis and determine RSSI and noise at the frequencies of interest.
- On-call and on-site We will be happy to meet in-person for any or all status meetings given our proximity. We also can accommodate impromptu site visits and on-call operations assistance with minimal lead time as members of the team proposed live local in Naperville, Addison, and Downers Grove.

Signature on file

Preston Judkins



EXHIBIT B

DELIVERABLES

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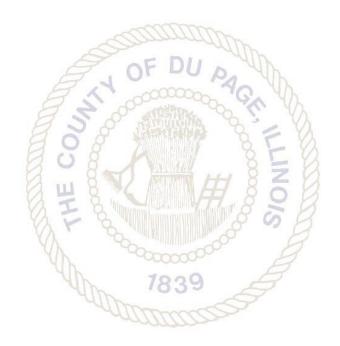


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Parsons Transportation Group, Inc

PROJECT: Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) Section Number: 24-0SCAT-05-EG

Classification	Rate	Range	Reason for			
Classification	Minimum	Maximum	Adjustment/Addition/Deletion			
Project Manager	\$86.00	\$86.00				
Principle Engineer	\$80.00	\$86.00				
Senior Engineer	\$75.00	\$86.00				
Project Engineer	\$65.00	\$75.00				
Engineer IV	\$57.00	\$65.00				
Engineer III	\$50.00	\$58.00				
Engineer II	\$43.00	\$50.00	D.			
Engineer I	\$35.00	\$43.00	. W			
Senior Technician	\$64.00	\$74.00	- 4			
Technician III	\$42.00	\$50.00				
Technician II	\$30.00	\$38.00				
Technician I	\$22.00	\$28.00	ZØ			
Administrative Assistant	\$26.00	\$35.00	28			
Accounting Specialist	\$46.00	\$55.00	68			
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Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agen	t
for CONSULTANT:	

Signature on file

Signature

Date: 11/12/2024_____

__Joseph Brahm____ Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Mead & Hunt, Inc.

Traffic Engineering Assistance and Signal Coordination and Timing (SCAT) **PROJECT:** Section Number: 24-0SCAT-05-EG

Classification	Rate	Range	Reason for
Classification	Minimum	Maximum	Adjustment/Addition/Deletion
Principal Engineer	\$86.00	\$86.00	
Project Manager	\$80.00	\$86.00	
Senior Engineer	\$75.00	\$86.00	
Project Engineer	\$65.00	\$75.00	
Engineer IV	\$60.00	\$69.00	
Engineer III	\$55.00	\$64.00	
Engineer II	\$48.00	\$53.00	(D)
Engineer I	\$38.00	\$44.00	Wh.
Senior Technician	\$45.00	\$52.00	
Technician III	\$40.00	\$46.00	EQ
Technician II	\$35.00	\$41.00	ES
Technician I	\$29.00	\$34.00	ZØ
Senior Editor	\$41.00	\$48.00	28
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Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent Signature on file	Signature of Authorized Agent for CONSULTANT:	Signature on file
---	---	-------------------

Date: 11/8/2024

Signature

Keith Riniker

Print Name

Approved By COUNTY:

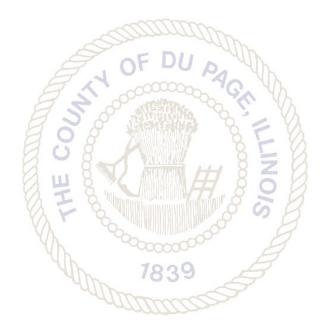
Yifang Lu, Chief Highway Engineer

Date:

Page 1 of 2 Rev 08/23

Exhibit C Notes

- 1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
- 2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
- 3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
- 4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
- 5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





Direct Costs Check Sheet

Prime Consultant Name		PTB Number	State Job Number(s)			
Parsons Transportation Group, Inc							
		Prime	Supplement	Date	11/12/24	_	
Consultant		7				_	
Parsons Transportation Group, Inc							
Item		Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	ate rate maximum					
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	ost (Up to state rate maxi	mum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	ost					
Air Fare		ate, actual cost, requires otice, with prior IDOT ap					
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	ate rate maximum				\$0.67	\$0.00
Vehicle Owned or Leased	\$32.50/h	alf day (4 hours or less) o	or \$65/full day				
Vehicle Rental	Actual co	ost (Up to \$55/day)					
Rental Vehicle Fuel	Actual co	ost (Submit supporting do	ocumentation)				
Tolls	Actual co	ost					
Parking	Actual co	ost					
Overtime	Premium	n portion (Submit supporti	ing documentation)				
Shift Differential	Actual co	ost (Based on firm's polic	y)				
Overnight Delivery/Postage/Courier Service	Actual co	ost (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (In-house)	Actual co	ost (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)						
Project Specific Insurance	Actual cost						
Monuments (Permanent)	Actual co	ost					
Photo Processing	Actual co	ost					
2-Way Radio (Survey or Phase III Only)	Actual co	ost					
Telephone Usage (Traffic System Monitoring Only)	Actual co	ost					

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
Traffic Movement Count Video Processing	Actual Cost (Per Hour)	\boxtimes		\$20.00	\$0.0
Probe-Based Turning Movement Counts	Actual Cost (1 Month)			\$150.00	\$0.0
Probe-Based Turning Movement Counts	Actual Cost (6 Months)	\square		\$300.00	\$0.0
Probe-Based Turning Movement Counts	Actual Cost (1 Year)			\$500.00	\$0.0
		⊠ \$150.00 \$0.00 ⊠ \$300.00 \$0.00			
				Total Direct Cost	\$0.0

*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

Flow Labs

Traffic Signal Operations

Flow Labs Probe Based Signal Performance Measures (PBSPMs) Powered by high-penetration probe data, the Flow Labs PBSPM suite provides engineering teams the capability to analyse their signalized networks without any hardware installation. Included within this package are access to all analytics modules including Abacus (advanced analytics, diagnostics, visualisation), Cerberus (proactive monitoring, prioritisation, alerting), and Litmus (before-after analysis). Pricing is based on a per intersection fee.

SKU: PBSPM (Probe Only)	Number of Intersections	Sh	ort Term Deployment	s*	Annual Subscriptions '			
		1 Months	3 Months	6 Months	1 Year	3 Year	5 Year	
FL-TSM-PB-XS	0 - 49	\$150.00	\$225.00	\$300.00	\$500.00	\$350.00	\$325.00	
FL-TSM-PB-S	50 - 99	\$120.00	\$180.00	\$240.00	\$400.00	\$350.00	\$300.00	
FL-TSM-PB-M	100 - 499	\$105.00	\$157.50	\$210.00	\$350.00	\$300.00	\$250.00	
FL-TSM-PB-L	500 - 999	\$90.00	\$135.00	\$180.00	\$300.00	\$250.00	\$225.00	
FL-TSM-PB-XL	1000 - 9999	\$75.00	\$112.50	\$150.00	\$250.00	\$225.00	\$200.00	

Flow Labs Integrated Signal Performance Measures (ISPMs) The Flow Labs ISPM suite provides engineering teams with a comprehensive solution integrated with signal control data to provide the deepest insights into signal performance. The ISPM package includes access to high-penetration probe data and SPM integration with signal controllers. Included within this package are access to all analytics modules including Abacus (advanced analytics, diagnostics, visualisation), Cerberus (proactive monitoring, prioritisation, alerting), and Litmus (before-after analysis). Pricing is based on a per intersection fee.

		Short Term Deployments *		Annual Subscriptions '			
SKU: ISPM (Probe + ATSPM)	Number of Intersections	1 Months	3 Months	6 Months	1 Year	3 Year	5 Year
FL-TSM-IG-XS	0 - 49			\$600.00	\$1,000.00	\$775.00	\$750.00
FL-TSM-IG-S	50 - 99			\$510.00	\$850.00	\$775.00	\$700.00
FL-TSM-IG-M	100 - 499			\$465.00	\$775.00	\$700.00	\$625.00
FL-TSM-IG-L	500 - 999			\$420.00	\$700.00	\$625.00	\$600.00
FL-TSM-IG-XL	1000 - 9999			\$375.00	\$625.00	\$575.00	\$550.00

Flow Labs Optimus Powered by Flow Labs powerful AI, the Flow Labs Optimus module provides engineering teams who already have access to ISPMs with the capability to automatically optimize their signal timing plans including offsets, splits, and cycle lengths. Through the course of a ISPM subscription, users can generated an unlimited number of timing plans for each signalized intersection. Pricing is based on a per intersection fee.

Optimus		Per Intersection
FL-TSM-OPT-XS	0 - 30	\$1,000.00
FL-TSM-OPT-S	50 - 99	\$900.00
FL-TSM-OPT-M	100 - 499	\$800.00
FL-TSM-OPT-L	500 - 999	\$700.00
FL-TSM-OPT-XL	1000 - 9999	\$500.00

Flow Labs Optimus LT Powered by high-penetration probe data, the Flow Labs Optimus LT provides engineering teams with a streamlined solution for signal optimization, providing offset, split,

miövision

Parsons Transportation Group - Schaumburg Office

Bill To 650 E Algonquin Road Suite 400 Schaumburg Illinois 60173 United States	Ship To 650 East Algonquin Road, suite 400 Schaumburg Illinois 60173 United States	Invoice Date: Due Date: Terms:	11/25/2019 12/25/2019 Net 30
Requested by		Currency:	USD

d.brazelton@delcan.com

Invoice Items	Quantity	Rate	Amount
Intersection Count (1 hour)	56	\$20.00	\$1,120.00
Standard Turnaround	56	\$0.00	\$0.00

\$1,120.00	Subtotal
0.00	Tax Rate (%)
\$0.00	Tax Total
\$1,120.00	Total
\$0.00	Total Amount Due

Remit to: MIOVISION Technologies Incorporated PO Box 675431, Detroit, Michigan 48267-5431, United States E-Mail: <u>ar@miovision.com</u> Telephone: 1-877-646-8476 Internet: <u>www.miovision.com</u> GST#: 831042346 QST#: 1220327627 TIN #: 98-0588774

ACH Payments:

Comerica Bank 226 Airport Parkway, Suite 100, San Jose, California 95110, United States **ABA/Routing Number**: 121-137-522 **Account Number**: 1895-73030-5 **Account Type**: Commercial Checking **Swift Code**: MNBDUS33

Wire Payments:

Royal Bank of Canada 180 Wellington Street West, Toronto, Ontario M5J 1J1, Canada BankID, Transit #: 003,06019 Swift: ROYCCAT2 Account : 4001095

Late payments will be assessed a service charge from the date such payment is due until the date it is paid in full, calculated at the lesser of: (i) 1.5% of the outstanding balance per month (18% per annum, compounded monthly); or (ii) the maximum rate allowed by law. Customer shall pay all reasonable costs incurred by Miovision in collecting any overdue amounts.



Usage Summary Parsons Transportation Group - Schaumburg Office

Invoice #:	43376
Invoice Date:	11/25/2019
Currency:	USD
Usage Start Date:	
Usage End Date:	

Summary

Project	Total
	1,120.00

Study	Total
55th St @ Joliet Rd	160.00
55th St @ Plainfield Rd	160.00
US 12-20-45 (LaGrange) @ 47th St	160.00
US 12-20-45 (LaGrange) @ 55th St	160.00
US 12-20-45 (LaGrange) @ 58th St	160.00
US 12-20-45 (LaGrange) @ 63rd St	160.00
US 12-20-45 (LaGrange) @ Countryside Rd	160.00

55th St @ Joliet Rd

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 721699

Date	Item	Hours	Rate	Total Currency
11/14/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/14/2019	Standard Turnaround	8.00	0.00	0.00 USD

55th St @ Plainfield Rd

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 721694

Date	Item	Hours	Rate	Total Currency
11/14/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/14/2019	Standard Turnaround	8.00	0.00	0.00 USD

US 12-20-45 (LaGrange) @ 47th St

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 721675

Date	ltem	Hours	Rate	Total Currency
11/14/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/14/2019	Standard Turnaround	8.00	0.00	0.00 USD

US 12-20-45 (LaGrange) @ 55th St

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 721697

Date	ltem	Hours	Rate	Total Currency
11/14/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/14/2019	Standard Turnaround	8.00	0.00	0.00 USD

US 12-20-45 (LaGrange) @ 58th St

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 724605

Date	ltem	Hours	Rate	Total Currency
11/21/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/21/2019	Standard Turnaround	8.00	0.00	0.00 USD

US 12-20-45 (LaGrange) @ 63rd St

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 724598

Date	ltem	Hours	Rate	Total Currency
11/21/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/21/2019	Standard Turnaround	8.00	0.00	0.00 USD

US 12-20-45 (LaGrange) @ Countryside Rd

Account: Parsons Transportation Group - Schaumburg Office | Requester Email: d.brazelton@delcan.com | TDO Study Id: 724623

Date	ltem	Hours	Rate	Total Currency
11/21/2019	Intersection Count (1 hour)	8.00	20.00	160.00 USD
11/21/2019	Standard Turnaround	8.00	0.00	0.00 USD



Direct Costs Check Sheet

Prime Consultant Name		PTB Number	State Job Number(s	s)			
Parsons Transportation Group, Inc.							
		Prime	Supplement	Date		_	
Consultant		1				-	
Mead & Hunt, Inc.							
ltem		Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)		te rate maximum					
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)		ost (Up to state rate maxi	mum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co						
Air Fare	weeks' n	te, actual cost, requires otice, with prior IDOT ap					
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)		te rate maximum		\boxtimes		\$0.67	\$0.00
Vehicle Owned or Leased	\$32.50/h	alf day (4 hours or less)	or \$65/full day				
Vehicle Rental	Actual co	ost (Up to \$55/day)					
Rental Vehicle Fuel	Actual co	ost (Submit supporting do	ocumentation)	\square			
Tolls	Actual co	ost		\square			
Parking	Actual co	ost					
Overtime	Premium portion (Submit supporting documentation)						
Shift Differential	Actual co	st (Based on firm's polic	y)				
Overnight Delivery/Postage/Courier Service	Actual co	est (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (In-house)	Actual co	est (Submit supporting do	ocumentation)				
Copies of Deliverables/Mylars (Outside)	Actual co	est (Submit supporting do	ocumentation)				
Project Specific Insurance	Actual co	ost					
Monuments (Permanent)	Actual co	ost					
Photo Processing	Actual co	ost					
2-Way Radio (Survey or Phase III Only)	Actual co	ost					
Telephone Usage (Traffic System Monitoring Only)	Actual co	ost				1	

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
Probe-Based Turning Movement Counts	Actual Cost (1 Month)	\square			
Probe-Based Turning Movement Counts	Actual Cost (6 Months)	\boxtimes			
Probe-Based Turning Movement Counts	Actual Cost (1 Year)				
				Total Direct Cost	\$0.0

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

Required Vendor Ethics Disclosure Statement

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

Date: 11/12/24

Bid/Contract/PO #:

Company Name:	Parsons Transportation Group Inc.	Company Contact:	Joseph Brahm
Contact Phone:	262-391-8056	Contact Email:	joseph.brahm@parsons.com

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

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

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

Recipient	lijonor	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 individu or will be having contact with county officers or employ relation to the contract or bid	Email

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

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

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

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

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

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

Authorized Signature	Signature on file		
Printed Name	Joseph Brahm		
Title	V.P.		
Date	11/12/24		



Required Vendor Ethics Disclosure Statement

Date: 11/8/24

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

Bid/Contract/PO #:

Company Name: Mead & Hunt, Inc.	Company Contact: Justin Effinger
Contact Phone: (414) 403-2317	Contact Email: Justin.Effinger@meadhunt.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements. Authorized Signature Signature on file

Printed Name	Keith Riniker	
Title	Vice President	
Date	11/8/2024	

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



File #: DT-P-0066-24

Agenda Date: 12/3/2024

Agenda #: 21.K.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND D'ESCOTO, INC. FOR PROFESSIONAL PRELIMINARY PHASE I ENGINEERING SERVICES FOR 91st STREET SIDEWALK ENHANCEMENTS FOR THE DIVISION OF TRANSPORTATION SECTION 24-WCCPM-01-SW (CONTRACT TOTAL NOT TO EXCEED \$292,448.90)

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 professional services agreement (hereinafter "Agreement"); and

WHEREAS, the COUNTY requires Professional Preliminary Phase I Engineering Services for the Division of Transportation for the 91st Street sidewalk enhancements, Section 24-WCCPM-01-SW; and

WHEREAS, d'Escoto, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional phase I engineering services, and is willing to perform the required services for an amount not to exceed \$292,448.90; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, with the services required hereunder to be completed by October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and d'Escoto, Inc. be hereby accepted and approved for a contract total not to exceed \$292,448.90 and that the DuPage County Board Chair 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 d'Escoto, Inc., 1200 N. Ashland Ave, Suite 600, Chicago, Illinois 60622, by and through the Division of Transportation.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



General Tracking		Contract Terms		
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:	
24-3122	PSA	OTHER	\$292,448.90	
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:	
TRANSPORTATION	12/03/2024		\$292,448.90	
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:	
	\$292,448.90	TWO YEARS	INITIAL TERM	
Vendor Information		Department Information		
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:	
d'Escoto, Inc.	44507	Division of Transportation	Stephen Travia, P.E.	
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:	
Frederick d'Escoto	312-787-4017	630-407-6900	sephen.travia@dupagecounty.gov	
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:		
fcdescoto@descotoinc.com				

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 Preliminary (Phase I) Engineering Services for 91st Street Sidewalk Enhancements, for the Division of Transportation. With contract total not to exceed \$292,448.90 through October 31, 2026. Section #24-WCCPM-01-SW.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Preliminary (Phase I) Engineering Services are required for the sidewalk and lighting improvements along 91st Street between Clarendon Hill Road and IL Route 83.

SECTION 2: DECISION MEMO REQUIREMENTS

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

	SECTION 3: DECISION MEMO				
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 10 firms. Based on the review of the Statements of Interest, these firms were requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the technical approach to the project, understanding of key considerations, experience with similar projects, experience with key team members, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by d'Escoto, Inc. was most qualified and had the staff available to perform the work on behalf of the County.				
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to d'Escoto, Inc. this is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that d'Escoto, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.				

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

	SECTION 5: Purchase	e Requisition Informat	ion
Send Purc	hase Order To:	Send Invoices To:	
Vendor: d'Escoto, Inc.	Vendor#: 44507	Dept: DOT Finance	Division:
Attn: Frederick d'Escoto	Email: fcdescoto@descotoinc.com	Attn:	Email: DOTFinance@dupagecounty.gov
Address: 1200 N. Ashland Ave, Suite 600	City: Chicago	Address: 421 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60622	State: Illinois	Zip: 60187
Phone: 312-787-4017	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Send P	ayments To:	Ship to:	
Vendor: d'Escoto, Inc.	Vendor#: 44507	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Sh		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 10, 2024	Contract End Date (PO25): Oct 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	ltem Detai l (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		24-WCCPM-01-SW (FY2025)	FY25	1500	3500	54040	91ST_WCC _PME	250,000.00	250,000.00
2	1	EA		24-WCCPM-01-SW (FY2026)	FY26	1500	3500	54040	91ST_WCC _PME	42,448.90	42,448.90
FY is	s require	d, ensure	e the correct FY i	s selected.						Requisition Total	\$ 292,448.90

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. Professional Preliminary (Phase I) Engineering Services for 91st Street Sidewalk Enhancements, for the Division of Transportation. With contract total not to exceed \$292,448.90 through October 31, 2026. Section #24-WCCPM-01-SW.
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 10/31/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND d'ESCOTO, INC. PROFESSIONAL PRELIMINARY (PHASE I) ENGINEERING SERVICES FOR 91st STREET SIDEWALK ENHANCEMENTS Section No. 24-WCCPM-01-SW

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and d'Escoto, Inc., licensed to do business in the State of Illinois, with offices at 1200 N. Ashland Avenue, Suite 600, Chicago, Illinois 60622; (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 preliminary engineering services for 91st Street Sidewalk Enhancements, Section: 24-WCCPM-01-SW (hereinafter referred to as PROJECT); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed \$292,448.90; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. 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.
- The relationship of the CONSULTANT to the COUNTY is that of 2.4 independent contractor, and nothing in this AGREEMENT is intended nor shall it be construed to create an agency, joint venture relationship, employment, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

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

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

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, receive, deny, approve, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of subconsultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by <u>October 31, 2026</u>, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A, or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$292,448.90. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a <u>2.8 direct labor multiplier</u> applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(a) below.

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

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

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

> i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

> ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change;

iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct costs are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the web site at http://www.state.il.us/agency/idol/ or calling the Illinois Department of Labor at 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is The CONSULTANT shall notify each of its subrequired. consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY.

The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
 - 8.1.a Worker's Compensation Insurance in statutory amounts.
 - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

8.1.c Commercial (Comprehensive) General Liability **Insurance**, (including contractual liability) with a not less than three million dollars limit of (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d Commercial (Comprehensive) Automobile Liability

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

- 8.1.e Professional Liability Insurance (Errors and **Omissions)** shall be provided with minimum limits of at one million dollars (\$1,000,000.00) least per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase,

maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the nonbreaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

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- 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. compliance with the In 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 https://mwv.dupagecounty.gov.
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

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14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

- (b) The expiration of this AGREEMENT on <u>October 31, 2026</u>, 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 October 31, 2026.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

21.0 NOTICES

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

D'Escoto, Inc.

1200 N. A	shland Ave, Suite 600
Chicago,	IL 60622
ATTN:	Frederick d'Escoto
	Corporate Vice President
PHONE:	312.787.4017
EMAIL:	fcdescoto@descotoinc.com

DuPage County Division of Transportation

421 N. County Farm Road Wheaton, IL 60187 ATTN: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

- 24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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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 the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Frederick d'Escoto, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S subconsultant(s) being properly staffed while engaged in the PROJECT.

Remainder of page left intentionally blank) (Signature page follows)

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

COUNTY OF DuPAGE

d'escoto, inc. Signature on file

Deborah A. Conroy, Chair DuPage County Board Frederick d'Escoto Corporate Vice Presidient

ATTEST BY:

Signature on file

Jean Kaczmarek, County Clerk

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Print Name

PRESIDENT Title

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EXHIBIT A Page 1 of 45



91st Street Sidewalk Phase I Section Number: 24-WCCPM-01-SW DuPage County Division of Transportation

October 29, 2024

Scope of Work

The DuPage County Division of Transportation (DuDOT) has requested that d'Escoto, Inc. (d'Escoto) to assist in planning (Phase I) pedestrian improvements in the Willowbrook Corners area, in southeastern DuPage County.

Preliminary (Phase I) Engineering Services are required for the sidewalk and lighting improvements along 91st Street between Clarendon Hill Road and IL Route 83.

Project Team Responsibilities							
Team	Responsibilities						
	 Project Management 						
	Sidewalk Plan Preparation						
	Hydraulic Report Support						
d'Escoto, Inc.	Alternative Analysis						
d Escolo, Inc.	Data Collection						
	Report Development						
	Public Involvement Support						
	 Hydraulic Analysis Lead and QA/QC 						
	 Drainage Design and QA/QC 						
	Environmental Coordination						
Christopher B. Burke	• Lighting						
Engineering, LTD	Structural Engineering						
	Report QA/QC						
	 Drainage and Environmental Data Collection 						
American Surveying &	Topographic Survey						
Engineering	• Right of Way						
Huff & Huff / GZA	Environmental Coordination and Mitigation						

Anticipated Work Order Start Date:	November 1, 2024
Anticipated Work Order Duration:	12 months



Project Understanding

The DuPage County Division of Transportation (DuDOT) seeks enhanced pedestrian accommodations which include a sidewalk and lighting improvements along 91st Street between IL 83 and Clarendon Hills Road within the Willowbrook Corners community. Two federal grants will fund part of this project including a Safe Routes to Schools (SRTS) grant. The other grant is a Community Block Development Group (CBDG) grant which would apply for construction funding. Federal guidelines will be followed for this project.

This Federally Funded project will require a Project Development Report that will be processed as a Federal Categorical Exclusion.



<u>Tasks</u>

1. EXISTING CONDITIONS EVALUATION AND COORDINATION

d'Escoto will complete this task, which includes obtaining all pertinent data required to complete Phase I work. Coordinating agencies include the County and Downers Grove Township, IDOT and all other public and private agencies necessary to obtain base data for the project area, including but not necessarily limited to the following information:

- Record roadway plans, including previous studies/reports, and as-built plans
- Recorded centerline and right-of-way plans
- Soils and geological information

d'Escoto will coordinate with DuDOT to obtain available GIS data for the study area, including aerial photography, LiDAR contour mapping, environmental resources, property lines, roadway names, etc. It is understood that County data is available at https://gisdata-dupage.opendata.arcgis.com/. Any additional data that is not publicly available, the team will reach out to the County for assistance.

d'Escoto will determine facility deficiencies based on information gathered and prepare exhibits of the data collected as appropriate for use as part of other project tasks. This task will include a planin-hand field review of the project area and contact with key stakeholders within the project area.

Specific work items under this task will include:

- Initial project field review(s). Assume two visits, two staff on each visit.
- Complete a detailed photo log of the site including a detailed inventory of topographic features which may impact or be impacted by the proposed design
- Project data collection including contact and coordination with key project stakeholders
- Coordination to obtain base project mapping data
- Review, analyze, and catalog project data
- Determine facility deficiencies

2. CRASH ANALYSIS

The crash analysis data and report will be used to support the Purpose and Need for the project and support the federal funding request. The team will utilize the MS2 Database which is maintained by the County. Any data that is not included in the database will be requested to the County.

d'Escoto will provide the following items included in this task:

- Collection of the most recent 5 years of crash data available from IDOT's online crash portal website. Currently, the most recent 5 years is from 2018 through 2022. As this Phase I Study is expected to last 12 months, the 5 year period will be adjusted accordingly.
- Collision diagrams for pedestrian and bicycle crashes and a crash summary table will be retrieved utilizing the MS2 Database.

EXHIBIT A Page 4 of 45



3. ALTERNATIVE GEOMETRIC STUDIES

d'Escoto will complete the Alternative Geometric Studies task, which includes the development of conceptual alignments of the sidewalk connections for coordination with agencies and stakeholders. The team will develop eight (8) preliminary options which will be refined to two (2) geometric alternatives. The two geometric alternatives will be investigated for the pedestrian improvements along 91st Street between IL Route 83 and Clarendon Hills Road. It is understood that a sidewalk will be built along the south side of This item also includes preliminary design of the preferred alternative to determine impacts and the need for permanent right-of-way acquisition and temporary construction easements. The alternatives will be evaluated based on the following:

Concept Alternatives

- Determine and minimize right-of-way needs.
- Determine and minimize impacts to wetlands and environmental resources.
- Identify the most practical route based on pedestrian counts (with Pedestrian count provided by the County).

The following assumptions are made with respect to the development of alternative alignments:

- Roadway widening will not be considered.
- Both pedestrian and bicycle accommodation will be considered during alternative analysis.
- A closed drainage system (i.e., curb and gutter with storm sewer) will be provided within the limits of the project improvement area to minimize overall right-of-way impacts along 91st Street.
- Stormwater detention, water quality improvements and compensatory storage volume requirements and locations (if required) will be estimated for the preliminary alternatives for comparative purposes and will be finalized as part of the preferred alternative. CBBEL to lead drainage design.
- For each preliminary alternative, plan geometry, preliminary profiles, and a rough 3D roadway model will be developed to determine preliminary right-of-way requirements and assessment of impacts. The cross sections will be obtained from the 3D model and will be utilized to determine ROW impacts.
- The IDOT OpenRoads Designer workspace and standards will be followed for all work to be performed.

Two meetings are anticipated with County staff to discuss the alternatives. Meetings under this task will be conducted virtually.

Specific work tasks will include:

- Evaluate impacts of two (2) alternatives
- Comparative analysis of the preliminary alternatives.
- Two Meetings with DuDOT to discuss alternatives and develop meeting minutes and develop meeting minutes documenting selection of preferred alternative

Preferred Alternative

Once the preferred alternative is selected, this item will include more detailed geometrics studies to determine the impacts and limits of permanent right-of-way acquisition and temporary construction easements.

Pg. 4



Specific work tasks will include:

- Refine the horizontal plan geometry.
- Develop/refine detailed profile for use in developing cross sections.
- Develop cross sections for use in determining grading limits, impacts, and right-of-way acquisition.
- Prepare plan and profile drawings.
- Determine environmental impacts and prepare a summary table (with support from Chirstopher B. Burke Engineering).
- Prepare cross sections drawings.
- Prepare and submit Traffic and Geometric submittal package to IDOT and DuDOT. This includes a brief memo summarizing the improvements, impacts, and other pertinent information (with support from Christopher B. Burke Engineering).

4. UTILITY COORDINATION

Initial Coordination/Data Collection:

The proposed improvements will require coordination with public and private utilities that have facilities within the project corridor. d'Escoto will coordinate with American Surveying and Engineering and with utility companies found to have facilities located within the vicinity of the project limits through a JULIE Design Stage/Planning Information Request. A request will be made for these utilities to provide any available maps of existing facilities.

Utility Data Base Mapping:

d'Escoto will plot the location of utilities based on the JULIE Design Locate in CAD on the project base maps.

Preliminary Design Coordination Meetings:

d'Escoto will coordinate with utility companies during Phase I Engineering. d'Escoto will send conceptual plans for the preferred alternative to utility companies to verify the locations of their facilities and review conceptual design to determine if there are potential conflicts that need to be reviewed. d'Escoto will also coordinate with the consultant team to develop understanding of the presence of utilities, their type, and possible issues with protecting and/or relocating those utilities.

5. ADA RAMP PRELIMINARY DESIGN

This work will involve the preliminary design of ADA ramps at the intersection of 91st Street and Clarendon Hills Road. It is expected that Clarendon Hills Road may require additional evaluation due to ROW concerns. The 4 corners at Clarendon Hills Road will be designed up to 30% during Phase I to determine ROW impacts. ADA detail sheets will be developed during Phase II. For this estimate, we will design the following pedestrian crossings for review at a high level:

- Jamie Lane (crossing towards Anne M. Jeans School)
- The Mecca Center / Echo Lane
- Carrington Circle



At this time, if pedestrian crossings are to be built at the locations listed above, the number of corners is estimated to be the following:

- Along the north side of 91st Street 8 corners
- Along the south side of 91st Street 8 corners

ADA Design will take place for the preferred alternative and number of corners designed will vary depending on the preferred alternative.

6. HYDRAULIC REPORT SUPPORT

d'Escoto will develop a Hydraulic Report in collaboration with Christopher B. Burke Engineering, LTD. The Hydraulic Report will be developed for the crossing over Des Plaines Reach No. 7. A summary of all applicable floodplain and floodway permitting requirements for the project. The regulatory model structure will be requested and used as the basis for the study. The functions of the existing structure will be done in accordance with IDOT Local Road requirements. The existing structure is a dual pipe culvert and is not anticipated to be converted to a bridge; therefore, no scour analysis is anticipated. Any compensatory storage will be required to be compensated for in the form of a roadside ditch.

7. PROJECT DEVELOPMENT REPORT (PDR)

The construction of this project will be federally funded. This project will be coordinated through the IDOT District 1 Bureau of Local Roads (IDOT D1 BLR) and the Federal Highway Administration. This project is expected to be processed as a Federal Categorical Exclusion (Federal CE) based on the scope of the work potentially impacting a floodway/floodplain, wetlands and potential property acquisition. A IDOT BLR Form 22210 will be prepared. Specific work tasks will include:

d'Escoto will provide the following items included in this task:

- Prepare report exhibits
- Write, proofread, and edit Draft PDR
- Submit to DuDOT for review
- Submit to IDOT BLR for review
- Prepare and submit design variance forms (BDE 3100 and BLRS 22120).
- Revise based on comments and submit Draft PDR to IDOT for review.
- Revise Draft PDR based on IDOT and DuDOT comments and submit Pre-final PDR to DuDOT and IDOT for review.
- Revise Pre-final PDR and submit to IDOT and DuDOT for Design Approval.

Traffic control will be addressed as a section of the Project Development Report and future developments with regards Traffic Control will be addressed during Phase II.

8. PUBLIC INVOLVEMENT SUPPORT

Christopher B. Burke Engineering, LTD. will lead Public Involvement. d'Escoto to support Christopher B. Burke Engineering, LTDM with exhibits on an as-needed basis and with the organization of the Public Meeting. d'Escoto will attend one Public Involvement meetings.



9. PROJECT COORDINATION MEETINGS

This task includes the organization and attendance at Monthly Project Status / Coordination Meetings throughout the duration of the Phase I project. Team members and DuDOT staff will be requested to attend these meetings to discuss the project tasks, deliverables, schedule, and budget to obtain direction from DuDOT as necessary. A meeting agenda will be prepared prior to each meeting. The preparation of meeting minutes for these coordination meetings is not anticipated. However, an action item list and log will be kept for all team members.

<u>Coordination</u>: Coordination with key stakeholder agencies will be required. Since a section of the project will be within IDOT right-of-way and the project may pursue federal funding, an initial kick-off meeting will be scheduled with the Illinois Department of Transportation Bureau of Local Roads and Streets shortly after authorization to proceed, to introduce the project, review the general project scope of work and overall project development process (including public involvement activities), discuss field survey work anticipated to occur, establish mutual contacts, and to provide an opportunity for early project input. One (1) FHWA / IDOT coordination meeting is included. Agenda, exhibits and meeting minutes will be prepared for each meeting by the Consultant Team.

The assumptions for establishing an estimated level of effort for stakeholder coordination and meetings are as described below:

- One (1) Phase I project kick-off meeting with DuDOT*
- Twelve (12) monthly coordination conference calls with DuDOT. Assume 2 staff attend for one hour each.
- Coordination between d'Escoto and subconsultants as needed via in-person meeting or video conference.
- Two (2) meetings with (assume virtual, 2 staff attend for 1 hour each)
 - 1 BLR&S Kick-off meeting
 - o 1 FHWA / IDOT Coordination Meeting
- One meeting with Downers Grove Township, the county sheriff and local emergency responders (Assume 2 staff attend in-person for 1 hour each, plus travel time and meeting preparation)
- One meeting with DuPage County Stormwater Management (Assume in-person, 2 staff attend for 1.5 hours each, plus travel time and meeting preparation)
- One meeting with Community Consolidated School District 180 and Anne M. Jeans Elementary School (Assume in-person, 2 staff attend for 1.5 hours each, plus travel time)

10. PROJECT ADMINISTRATION

Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with the County and project team to achieve the project goals.

11. QUALITY ASSURANCE AND QUALITY CONTROL

Perform QA/QC reviews of all project deliverables prior to submittal to the County in accordance with the Consultant's Quality Management Plan. Christopher B. Burke Engineering, LTD will perform overall QA/QC of d'Escoto's deliverables prior to transmittal to the County.

91st Street Sidewalk Phase I - d'Escoto Inc.

Manhour Summary

1.1 In 1.1.1 Pł 1.2 Ex 1.2.1 C	Task Existing Conditions Evaluation and Coordination	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions		
1.1 In 1.1.1 Pł 1.2 Ex 1.2.1 C	-					nours	/ local in palotio		
1.1.1 Pf 1.2 Ex 1.2.1 C	-							1	
1.2 Ex 1.2.1 C	nitial Field Visit	8	8			16	2 3 hour field visits, 2 staff at 1 hour travel time	1	
1.2 Ex 1.2.1 C	Photo Log	8	8			16			
1.2.1 C	Existing Condition Data Collection								
	Coodination with Key Stakeholders		20	8		28		1	
	Base Mapping Cordination		15	5		20		1	
	Data Review and Compilation							1	
	Base Mapping	20	20			40		-	
	Review, analyze and catalog project data	16	24	8		48			
	Determine Facility Deficiencies		10	6		16			
	Subtotals for Task 1	52	105	27		184			
·			100	Σ,		104		_	
Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions	7	
2 C	Crash Analysis							1	
	Crash Data Collection								
2.1.1 In	nitial	1		1		2			
2.1.2 U		1		1		2		1	
	Crash Data Analysis and Reporting							1	
	Collision Diagrams	7		3		10		1	
	Crash Summary Table	3		1		4		-	
	Subtototals for Task 2	12		6		18		-	
	0000000000101103(2	12		, ,		10		4	
Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions	7	
	Alternative Geometric Studies				BoolSir Hundgor	Tiouro			
	Concept Alternatives							1	
	Prepare Alternatives	50	46	10		106		1	
	Evaluate Impacts	3	3	7		13		-	
	Comparative Analysis	2	1	, , , , , , , , , , , , , , , , , , , ,		4		-	
		۷۲	1	1		4	Assumes two 1 hour meetings with DuDOT. Assumes 1 additional hour for meeting	-	
	Meetings with DuDOT and IDOT to select preferred alternative			4	2	6	preparation and minutes for Project Engieneer III.		
	Preferred Alternative					0			
3.2.1 H	Horizontal Geometry	10	5	5		20			
3.2.2 C	Cross Sections	25	25	8		58	Assumes a cross section every 100 ft and 2 cross sections at the culvert	2	hour per cross s
3.2.3 P'	Plan and Profile	15	15	6		36	Assumes 50 scale drawings, 1000 ft per sheets with a total of 3 sheets	12	hours per she
3.2.6 E	Existing and Proposed Typicals	10	10	4		24	Assumes 12 hours for Existing Typicals and 12 Hours for Proposed Typicals		
3.2.7 Di	Discipline Coordination for Submittal	3	4	1		8		1	
	Subtotals for Task 3	118	109	46	2	275		1	
I			•	•	-		•	_	
Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions	7	
	Jtility Coordination	5 5						1	
	nitial Coordination / Data Collection							1	
	nitial Utility Coordination	26		6		32		1	
	Jtility Data Base Mapping	32		8		40		1	
	Subtotals for Task 4	58	1	14		72		1	

cross section	29	Cross sections
s per sheet		

Number		Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions		
5	ADA Ramp Preliminary Design								
5.1	ADA Ramp Design	50	20	10		80	5 hours/design per corner for 16 corners (with the understanding that detailed will only take place at Clerandon Hills Road)	design	
	Subtotals for Task 5	50	20	10		80			
Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions		
6	Hydralic Report Support	5 5		, ,					
6.1	Hydraulic Report	50	26	18					
	Subtotals for Task 6	50	26	18		94			
					5				
Number _		Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions		
7	Project Development Report								
7.1	Report Preparation			7					
7.1.1	Prepare Report Exhibits	8	7	/	2	24			
7.1.2	Write, proofread and edit Draft PDR	12	12	14	2	40			
7.2	Submittal and Revisions								
7.2.1	Revise and submit to DuDOT		5	3		8			
7.2.2			10	6		16			
7.2.3	Revise and submit to IDOT BLR (Pre-Final PDR)		4	4		8			
7.2.4	Revise and submit to IDOT BLR (for Design Approval)	5	4	5	2	16			
	Subtotals for Task 6	25	42	39	6	112			
Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions		
8	Public Involvement Support								
8.1	Prepare Exhibits	8		2		10			
8.2	Attend Public Involvment meetings			4		4	Assume 1 meeting and 1 staff		
	Subtotals for Task 7	8		6		14			
							1		
Number		Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions	Staff	Meet
9	Project Coordination Meetings								
9.1	General Agency and Public Coordination								
9.1.1	Kick off meeting with DuDOT			1	1		one meeting, 2 staff	2	1
9.1.2	Monthly Coordination meeting with DuDOT			12	12	24	Assumes 2 staff for 12 months	2	12
9.2	IDOT BLR								
9.2.1	IDOT BLR Kick-off meeting			2	1		One additional hour for Project Engineer to prepare for meeting	2	1
9.2.2	FHWA/IDOT Coordination Meeting			2	1	3	One additional hour for Project Engineer to prepare for meeting	2	1
9.3	Meeting with Downers Grove Township, County Sheriff and			3	1	4	Two additional hours for Project Engineer to prepare for meeting	2	1
	Emergency Responders DuPage County Stromwater Management			1		1		1	1
Q /				E	A	12		2	1
9.4 9.5	Community Consolidated School District 190			U	U				<u> </u>
9.5	Community Consolidated School District 180			6	6	10	Assumes 2 staff for 2/1 meetings	2	10
	Community Consolidated School District 180 Internal Coordination Subtotals for Task 8			<u>6</u> 33	6 28	12 61	Assumes 2 staff for 24 meetings	2	12

Number	Task	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions
10 Project Admin	istration						
10.1 Project Admin	istration Tasks (6% of total hours)			20	4	24	
						·	
Number Task		Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions
	nce and Quality Control	Civil Design Engineer II	Project Design Engineer II	Project Engineer III	Design Manager	Hours	Assumptions

Total Hours	962

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1eeting	Hours
1	1
12	1
1	1
1	1
1	1
1	1
1	6
12	0.5

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Illinois Dep of Transpo	Payroll Escalation Table Fixed Raises DLM 2.80			
FIRM NAME PRIME/SUPPLEMENT	<u>d'Escoto, Inc.</u> Prime CONTRACT TERM START DATE RAISE DATE	10/1/2024	DATE <u>10/29/24</u> PTB NO. OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	3.00%
		ESCALATION PER YEAR		
	10/1/2024 - 1/1/2025	1/2/2025 - 10/1/2025		
	<u> </u>	<u>9</u> 12		
	 = 25.00% = 1.0225 The total escalation for this 	77.25% s project would be:	2.25%	



Payroll Rates

FIRM NAME PRIME/SUPPLEMENT Prime PTB NO.

d'Escoto, Inc.

DATE 10/29/24

ESCALATION FACTOR

2.25%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Civil Design Engineer II	\$39.03	\$39.91
Project Design Engineer II	\$50.00	\$51.13
Project Engineer III	\$64.71	\$66.17
Design Manager	\$82.06	\$83.91
200.911	+--·-···	\$0.00
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		\$0.00

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Cost Estimate of

Consultant Services

(Direct Labor Multiple)	(Dir	ect La	abor	Multip	ole)
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Firm	d'Escoto, Inc.
Route	
Section	
County	
Job No.	
PTB & Item	

Date	10/29/24
Overhead Rate	0.0
Complexity Factor	

0.00%

ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	-
1. Existing Conditions Evaluation a		9,229.83	25,843.53	791.00		26,634.53	26,634.53	9.11%
2. Crash Analysis	18	875.89	2,452.50			2,452.50	2,452.50	0.84%
3. Alternative Geometric Studies	275	13,493.24	37,781.06			37,781.06	37,781.06	12.92%
4. Utility Coordination	72	3,241.00	9,074.79			9,074.79	9,074.79	3.10%
5. ADA Preliminary Design	80	3,679.57	10,302.79			10,302.79	10,302.79	3.52%
6. Hydraulic Report Support	94	4,515.65	12,643.81			12,643.81	12,643.81	4.32%
7. Project Development Report	112	6,228.87	17,440.82			17,440.82	17,440.82	5.96%
8. Public Involvement Support	14	716.26	2,005.53			2,005.53	2,005.53	0.69%
9. Project Coordination Meetings	61	4,532.85	12,691.99			12,691.99	12,691.99	4.34%
10. Project Administration	24	1,658.94	4,645.05			4,645.05	4,645.05	1.59%
11. QC/QA	28	1,923.61	5,386.10			5,386.10	5,386.10	1.84%
American Surveying & Engineering					43,421.06	43,421.06	43,421.06	14.85%
Christopher B. Burke Engineering					101,781.25		101,781.25	34.80%
Huff & Huff, Inc.					6,187.60		6,187.60	2.12%
TOTALS	962	50,095.71	140,267.99	791.00	151,389.91	184,480.05	292,448.90	100.00%

TOTALS	
Page 1 of 1	
Printed 10/29/20	24 3:55 PM

		Page 13 of 45	Average Hourly
Route			
Section			
County	Consultant	d'Escoto, Inc.	Date 10/29/24
Job No.			
PTB/Item			Sheet1

Payroll													3. Alternative Geometric Studie				5. ADA Preliminary Design		
	Hourly	Hours		Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg									
Civil Design Engineer II	\$39.91		38.77%	15.47	52	28.26%	11.28	12	66.67%	26.61	118	42.91%	17.12	58	80.56%	32.15	50	62.50%	24.94
Project Design Engineer II	\$51.13		31.39%	16.05	105	57.07%	29.17				109	39.64%	20.26				20	25.00%	12.78
Project Engineer III	\$66.17	243	25.26%	16.71	27	14.67%	9.71	6	33.33%	22.06	46	16.73%	11.07	14	19.44%	12.87	10	12.50%	8.27
Design Manager	\$83.91	44	4.57%	3.84							2	0.73%	0.61						
TOTALS		962	100%	\$52.07	184	100%	\$50.16	18	100%	\$48.66	275	100%	\$49.07	72	100%	\$45.01	80	100%	\$45.99

Illinois Department of Transportation R

EXHIBIT A Page 13 of 45

y Project Rates

OF <u>2</u>

Illinois Department of Transportation
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Average Hourly Project Rates

Route	
Section	
County	
Job No.	
PTB/Item	

Consultant d'Escoto, Inc.

Date 10/29/24

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Payroll	Avg	6. Hydrai	ulic Report S	Support	7. Project Development Repo		ent Report	8. Public	Involvemer	t Support	9. Projec	t Coordinat	on Meeting	10. Proje	Project Administration			11. QC/QA		
-		Hours		Wgtd	Hours	%		Hours	%		Hours			Hours	%		Hours	%	Wgtd	
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg	
Civil Design Engineer II	\$39.91	50	53.19%	21.23	25	22.32%	8.91	8	57.14%	22.80										
Project Design Engineer II	\$51.13	26	27.66%	14.14	42	37.50%	19.17													
Project Engineer III	\$66.17	18	19.15%	12.67	39	34.82%	23.04	6	42.86%	28.36	33	54.10%	35.79	20	83.33%	55.14	24	85.71%	56.71	
Design Manager	\$83.91				6	5.36%	4.49				28	45.90%	38.51	4	16.67%	13.98	4	14.29%	11.99	
													-		-					
																			 	
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TOTALS		94	100%	\$48.04	112	100%	\$55.61	14	100%	\$51.16	61	100%	\$74.31	24	100%	\$69.12	28	100%	\$68.70	

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Scope of Work



PROJECT SUMMARY

Project Name 91st Street Sidewalk (Phase I)

Owner DuPage County

Agent D'Escoto

ASE Proposal No. 224078 Date July 31, 2024 Revision Date September 12, 2024

October 7, 2024; October 28, 2024

Project Description – ASE will provide professional services including topographic survey, locating the existing Right-of-Way (ROW), and hydraulic survey for planning (Phase I) pedestrian improvements.

Project Location – Willowbrook Corners area, southeastern DuPage County.

Project Limits – The survey limits are on 91st from Clarendon Hills Road to the west ROW line of IL Route 83, including the northwest and southwest corners. The lateral limits of the survey will extend 20 feet beyond the existing ROW. The hydraulic survey limits include surveying upstream and downstream face of the structure (located at red highlighted area below), cross sections at 50' and 100' both U/S and D/S, and profile of the stream bed at 100' intervals for 500' in both directions.



GENERAL CONDITIONS AND SCOPE ASSUMPTIONS

- 1. All professional services will be performed to appropriate Minimum Standards of practice and Section 1270.56, Minimum Standards of Practice for surveys in Illinois.
- 2. Subsurface Utility Engineering (SUE) standards referred to within this scope of work are in accordance with the CI/ASCE 38-22 Standard Guideline for Investigating and Documenting Existing Utilities.
- 3. Horizontal Control will use NAD 83 (2011) IL East Zone State Plane Coordinates. Vertical Control will use GPS-derived NAVD88 values.
- 4. All previous and relevant survey information such as pertinent site information including, but not limited to previous horizontal and vertical survey control survey information, existing aerial photography, Right-of-Way plans, centerline alignment, construction plans and plats of highway will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
- 5. Owner/Agent will provide a Letter of Introduction to facilitate field operations.

EXHIBIT A

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- 6. American Surveying & Engineering shall not be responsible for any erroneous or missing information provided by underground utility providers.
- 7. Hazardous Waste sites designated as requiring protective equipment of "Class D" or greater will not be entered unless provided for otherwise in the Scope of Work Tasks.
- 8. American Surveying & Engineering is not signatory to any organized labor agreements. We will not provide services in any capacity where labor disputes may exist. We will not be responsible for costs or delays associated with labor disputes relevant to work on this project.
- 9. Field work performed on this project is subject to the vagaries of weather. In the event weather impairs our ability to perform any specified professional services, we will contact the Owner/Agent to determine changes in schedule or cost. No additional work will be performed until the owner/agent has reviewed and approved a revised cost or schedule.
- 10. This proposal assumes the flowlines of project drainage structures (culverts, manholes, inlets, etc.) will be surveyed as existing conditions. ASE will not clean, excavate, pump or otherwise remove debris, silt, trash or other material from project structures.
- 11. This proposal assumed no permitting cost for Willowbrook. If additional permit fees are required for access, we will contact the agent before proceeding.
- 12. ASE will not perform any Subsurface Utility Engineering for this project.
- 13. ASE will begin work after Notice to Proceed at a mutually agreed upon date.
- 14. Existing Right-of-Way will be established based on using existing recorded documents from the DuPage County Recorder's Office. No title commitments will be ordered.
- 15. Access and introduction letters to various private properties will be arranged and provided to ASE prior to commencement of survey.
- 16. This SOW shall become part of the contract between Owner/Agent and ASE.

PROPOSED TASKS

- 1. Administration
 - 1.1. Meetings with Owner or Agent, including in-house meetings. Progress Reports, scheduling, invoicing, and other project administrative tasks.
 - 1.2. Technical direction of staff.
 - 1.3. Project Management, resource coordination.
- 2. Document Compilation
 - 2.1. Obtain relevant project documents from Owner/Agent.
 - 2.2. Compile, review, and index information.
 - 2.3. Prepare compiled information for field and office tasks.
- 3. Horizontal and Vertical Control
 - 3.1. Search and reconnaissance for record control points. Recover and verify previous control points.
 - 3.2. Set additional control points for Data Collection and provide swing tie sketches as required in field book format.
 - 3.3. Traverse/GPS/level through found monuments to establish primary control. Traverse/GPS/level through secondary control to densify control.
 - 3.4. Office calculations, adjustment, tabulations of coordinates, and working drawings.

EXHIBIT A

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4. 3D Topographic Survey

- 4.1. Locate the following visible, marked, or available from record man-made topographic features <u>within the survey limits</u>: Point(s) of access to property(ies), sewers, culverts, and discharge pipes (including size and invert elevation), catch basins, inlets, drainage structures, fire hydrants, manholes, hand holes, traffic signals, wells, guardrails, retaining walls, large and/or overhead signs, railroad tracks, pavement, curbs and other manmade improvements.
 - 4.1.1.Locate Buildings. Dimension buildings with exterior dimensions at ground level.
 - 4.1.2.Locate roadways, driveways, sidewalks, paved paths, and parking lots.
 - 4.1.3.Locate fences and other evidence of occupation.
 - **4.1.4.** Locate trees No Individual trees will be located as part of this scope. Dense groups of trees to be located by representation/outline.
- 4.2. Conduct elevation surveys at intervals and at locations necessary to create DTM (Note: Shots may be taken on random stationing and locations as required to create a Digital Terrain Model "DTM"). Elevations shall be obtained to provide client with a DTM with an appropriate accuracy to depict existing conditions. Hard surface elevations will be obtained to an equivalent of cross sections at 50-foot intervals. Cross sections will extend to the survey limits on either side (previously described in this scope). Locations may be obtained with terrestrial based, 3-D LiDAR scanning or conventional survey methods.
 - 4.2.1. Site elevations shall be obtained to provide client with a DTM. Provide elevation data at apparent Right-of Way, edge of sidewalks, centerline of driveways, edge of pavement, centerline of pavement, edge of curb, flowline of curb and back of curb, and ground elevations at break points.
 - 4.2.2.Elevations on paved surfaces shall be reported to 0.01 of a foot.
 - 4.2.3. Elevations on other surfaces shall be reported to 0.1 of a foot.
- 4.3. Detail utility structures (Assume 88 utility structures to be located and detailed) ASE will complete details for manholes/drainage/utility structures. ASE will collect and record this data using in-house detail sheets. Manholes or other confined spaces (as defined by OSHA) will not be entered, pumped or cleaned. ASE shall not be responsible for underground topographic information not physically locatable or visible at the time of the survey; or any information provided by utility provider.
 - 4.3.1.Detail utility features including: Manholes, handholes, culverts, catch basins, valve vaults or other surface indications of subsurface utilities. Measure inverts, pipe sizes and observed flow direction in manholes and other underground facilities. Pipe size/type details will be created but will be a check on plan information only. Electric/Communications vaults will be observed if accessible, with the number of observed cables and open or unoccupied conduits included.
 - 4.3.2.Coordinate access to structures, manholes and vaults with utility owners; ASE will not be responsible for opening or accessing large or restricted manhole/utility vault covers.
- 4.4. Office calculations for data, downloading, and editing.
- 4.5. CADD drafting and incorporate topographic features into mapping.
- 5. Existing Right-of-Way Survey
 - 5.1. Perform research at DuPage County Recorder's office for section corner information, and review Right-of-Way information provided to ASE in the form of Plats-of-Highway, Plats-of-Survey, Design Drawings, and County maps.
 - 5.2. Search and locate Section Corners Assume two.
 - 5.3. Search and locate property boundary monumentation throughout the survey limits above.
 - 5.4. Calculate Existing Right-of-Way within project location.

EXHIBIT A Page 18 of 45

5.5. Import existing ROW lines into Topographic Drawings as final product; does not include a Platof-Highways

- 6. Hydraulic Survey limits are as stated above.
 - 6.1. Channel profile survey at 100' intervals for 500' both upstream and downstream of the structure.
 - 6.2. Survey upstream and downstream opening of structure. Cross sections from top of bank to top of bank at 50' and 100' on both sides of the structure. Also a cross section at each face of the structure, and 1 at each face of the structure if the culvert is extended.
 - 6.3. Office calculations for data, downloading, and editing.
 - 6.4. CADD drafting OpenRoads (ORD 2022 R3) 10.12.2.4 in District 1 CADD Standards.
- 7. QA/QC
 - 7.1. Review contract documents and survey requirements to verify ASE project QA/QC requirements.
 - 7.2. Periodic project review to ensure compliance with policy and contract documents.
 - 7.3. Final review and report of QA/QC compliance.

ASE WILL DELIVER TO CLIENT

- A. Copies of field notes with reductions made.
- B. Electronic versions of drawings in OpenRoads Designer to IDOT District 1 Standards.
- C. Existing Right-of-Way base file.
- D. Field detail drawing sheets of underground structures.

DIRECT COST ITEMS

A. No direct costs are anticipated with this project.

ITEMS SUPPLIED BY OTHERS

- A. Record plans, including any previous survey information (if available).
- B. All pertinent site information including, but not limited to previous horizontal and vertical survey control information, existing aerial photography, Right-of-Way plans, centerline alignment, construction plans and plats of highway will be furnished to ASE, at no cost to ASE, prior to commencement of field operations.
- C. Permission and access to closed or locked areas requiring access to complete the survey.
- D. Letter of Introduction and written authorization for access to subject property for ASE's services on subject site and within adjacent private properties.

EXHIBIT A Page 19 of 45



PROJECT: 91st Street Sidewalk (Phase I)

LOCATION: 91st Street, DuPage County CLIENT: D'Escoto

PROPOSAL No.: 224078 DATE: 10/28/2024

TASK 1.0 Administration Man Hours ITEM Description PIC PM PS/E4 PS/E3 PS/E2 PS/E1 CADD ST4 ST3 ST2 ST1 ROW 4 ROW 3 ROW2 ROW 1 SUE4 SUE3 SUE2 SUE1 A/C3 A/C2 TOTAL 1.1 Meetings, reports, scheduling, etc. 1.2 Technical Direction of Staff 1.3 Project management & coord. 1.5 1.6 1.7 1.8 1.9 TOTAL HOURS TASK 2.0 Data Compilation Man Hours ITEM Description PIC PM PS/E4 PS/E3 PS/E2 PS/E1 CADD ST4 ST3 ST2 ST1 ROW 4 ROW 3 ROW2 ROW 1 SUE4 SUE3 SUE2 SUE1 A/C3 A/C2 TOTAL 2.1 Courthouse & Data Research 2.2 Compile & Review data 2.3 Catalog and transfer to field 2.4 2.5 2.6 2.7 2.8 2.9 TOTAL HOURS TASK 3.0 Horizontal & Vertical Control Man Hours ITEM Description ST2 ST1 ROW 4 ROW 3 ROW2 ROW 1 SUE 4 SUE 3 SUE 2 SUE 1 A/C 3 A/C 2 PIC PM PS/E4 PS/E3 PS/E2 PS/E1 CADD ST4 ST3 TOTAL 3.1 Recon. & locate existing mon's. 3.2 Set Addttional Points as needed 3.3 Traverse/GPS 3.4 Office Calcs 3.5 3.6 3.7 3.8 3.9 TOTAL HOURS TASK 4.0 3D Topographic Survey Man Hours ITEM Description PIC PM P S/E 4 P S/E 3 P S/E 2 P S/E 1 CADD ST4 ST3 ST2 ST1 ROW 4 ROW 3 ROW 2 ROW 1 SUE 4 SUE 3 SUE 2 SUE 1 A/C 3 A/C 2 TOTAL 4.1 Locate Planimetric Features4.2 Conduct Elevation Surveys 4.3 Detail Utility Structures 4.4 Office Calcs 4.5 CADD 4.6 4.7 4.8 4.9 TOTAL HOURS

EXHIBIT A Page 20 of 45



PROJECT: 91st Street Sidewalk (Phase I) UNITYING & INGLIFIERD, ICALINO, 91st Street, DuPage County

CLIENT: D'Escoto

PROPOSAL No. 224078 DATE:

10/28/2024

TASK	5.0 Existing Right of Way Surve											Man	Hours										
ITEM	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 4	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
5.1	Perform Ownership Research		3		9																		12
5.2	Search and locate Section Corners									8	8												16
5.3	Search and locate monuments									14	14												28
	Calculate existing ROW		1		12																		13
	Import ROW into Drawing		1					10															11
5.6																							0
5.7																							0
5.8																							0
5.9																							0
																							0
	TOTAL HOURS	0	5	0	21	0	0	10	0	22	22	0	0	0	0	0	0	0	0	0	0	0	80
TASK	6.0 Hydraulic Survey											Man	Hours										
	Description	PIC	PM	P S/F 4	P S/E 3	P S/F 2	P S/F 1	CADD	ST4	ST3	ST2	ST1		ROW 3	ROW2	ROW 1	SUE 4	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
	Channel Profile	110		1 0/2 1	1 0/2 0	1 0/2 2	1 0/2 1	0,000	014	4	4	011	11011 4	non v	110112		0024	002.0	0022	002 1	100	710 2	8
	Structure survey, cross sections									- 6	- 6												12
	Office Calcs		1			3				0	0												4
	CADD							8															8
6.5	0,000							0															0
6.6																							0
6.7																							0
6.8																							0
6.9																							0
0.5																							0
	TOTAL HOURS	0	1	0	0	3	0	8	0	10	10	0	0	0	0	0	0	0	0	0	0	0	32
							1							1									
	7.0 QA/QC											Man	Hours										
	Description	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 4	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
7.1	Review Contract QA/QC		2		4																		6
	Periodic Review		2		4																		6
7.3	Final Review/Report		2		4																		6
7.4			_												_								0
7.5																							0
7.6																							0
7.7																							0
7.8																							0
7.9																							0
																							0
	TOTAL HOURS	0	6	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18

EXHIBIT A Page 21 of 45



PROJECT: 91st Street Sidewalk (Phase I)

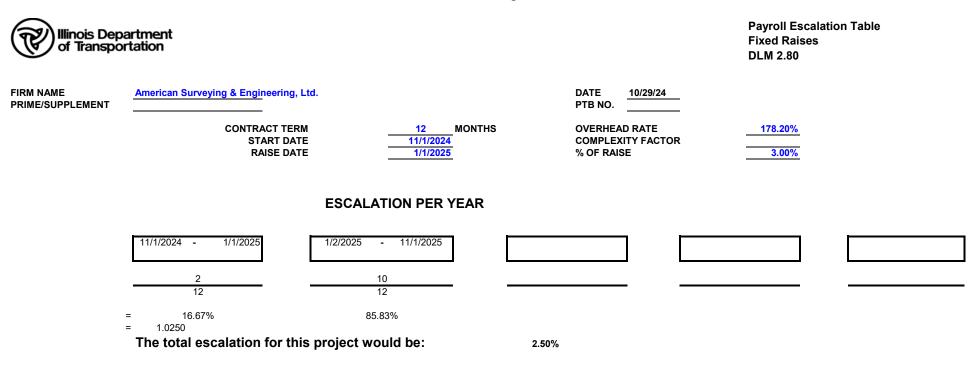
LOCATION: 91st Street, DuPage County

CLIENT: D'Escoto

PROPOSAL No. 224078 DATE: 10/28/2024

SUMMARY OF TASKS												MANH	OURS									
TASK	PIC	PM	P S/E 4	P S/E 3	P S/E 2	P S/E 1	CADD	ST4	ST3	ST2	ST1	ROW 4	ROW 3	ROW2	ROW 1	SUE 4	SUE 3	SUE 2	SUE 1	A/C 3	A/C 2	TOTAL
1.0 Administration	0	6	0	10	0	0	0	0	0	0	0	0	0	0	0		0	0	0	2	0	18
2.0 Data Compilation	0	6	0	14	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	20
3.0 Horizontal & Vertical Contro	0	2	0	0	4	0	0	0	9	9	0	0	0	0	0		0	0	0	0	0	24
4.0 3D Topographic Survey	0	2	0	0	8	-	30	0		36	0	0	0	-	-		0	0	0	-	0	112
5.0 Existing Right of Way Surve	0	5	0	21	0	0	10	0	22	22	0	0	0		-		0	0	0	0	0	80
6.0 Hydraulic Survey	0	1	0	0	3	-	8	0	10	10		0	0				0	0	v	-	0	32 18
7.0 QA/QC	0	6	0	12	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	18
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
0	0	0	0	0	0	-	0	0	0	0	0	0	0	-	-		0	0	0	-	0	0
0	0	0	0	0	0		0	0	0	0	0	0	0		-		0	0	0		0	0
0	0	0	0	0	0		0	0	0	0	0	0		-			0		0	-	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
Total Hours	0	28	0	57	15	0	48	0	77	77	0	0	0	0	0	0	0	0	0	2	0	304

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228



Payroll Rates

DATE

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

FIRM NAME PRIME/SUPPLEMENT PTB NO. American Surveying & Engineer

10/29/24

ESCALATION FACTOR

2.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL IN CHARGE	\$89.44	\$86.00
PROJECT MANAGER	\$84.45	\$86.00
PROJECT SURVEYOR/ENGINEER 4	\$79.96	\$81.96
PROJECT SURVEYOR/ENGINEER 3	\$67.52	\$69.21
PROJECT SURVEYOR/ENGINEER 2	\$51.46	\$52.75
PROJECT SURVEYOR/ENGINEER 1	\$38.43	\$39.39
CADD TECHNICIANS	\$45.52	\$46.66
ENGINEERING/SURVEY TECH 4	\$67.12	\$68.80
ENGINEERING/SURVEY TECH 3	\$43.72	\$44.81
ENGINEERING/SURVEY TECH 2	\$33.04	\$33.87
ENGINEERING/SURVEY TECH 1	\$21.10	\$21.63
RIGHT-OF-WAY SPECIALIST 4	\$65.04	\$66.67
RIGHT-OF-WAY SPECIALIST 3	\$44.75	\$45.87
RIGHT-OF-WAY SPECIALIST 2	\$35.11	\$35.99
RIGHT-OF-WAY SPECIALIST 1	\$22.50	\$23.06
SUBSURFACE UTILITY ENGINEER 4	\$50.00	\$51.25
SUBSURFACE UTILITY ENGINEER 3	\$44.72	\$45.84
SUBSURFACE UTILITY ENGINEER 2	\$31.04	\$31.82
SUBSURFACE UTILITY ENGINEER 1	\$25.00	\$25.63
ADMINISTRATIVE/CLERICAL 3	\$32.00	\$32.80
ADMINISTRATIVE/CLERICAL 2	\$21.63	\$22.17
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

EXHIBIT A Page 24 of 45

Date

Overhead Rate

Complexity Factor



Cost Estimate of

Consultant Services

10/29/24

178.20%

0

Firm	American Surveying & Engineering, Ltd.
Route	
Section	
County	DuPage
Job No.	
PTB & Item	

ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
1.0 Administration	18	1,273.68				3,566.30	3,566.30	8.21%
2.0 Data Compilation	20	1,484.91	4,157.75			4,157.75	4,157.75	9.58%
3.0 Horizontal & Vertical Control	24	1,091.10				3,055.07	3,055.07	7.04%
4.0 3D Topographic Survey	112	4,826.16				13,513.24	13,513.24	31.12%
5.0 Existing Right of Way Survey	80	4,080.89				11,426.48	11,426.48	26.32%
6.0 Hydraulic Survey	32	1,404.29	3,932.02			3,932.02	3,932.02	9.06%
7.0 QA/QC	18	1,346.50	3,770.19			3,770.19	3,770.19	8.68%
0						0.00		
0								
0								
0								
0								
0								
0								
0								
0								
0								
0								
0								
0								
							I	
TOTALS	304	15,507.52	43,421.06	0.00	0.00	43,421.06	43,421.06	100.00%



EXHIBIT A Page 25 of 45

Average Hourly Project Rates

Route

Section

PTB/Item

County Job No. DuPage

American Surveying & Engineering, Ltd. Consultant

Date 10/29/24

OF <u>1</u> Sheet 1

Payroll	Avg	Total P	roject Rate	S	1.0 Adn	ninistration		2.0 Data	a Compilatio	on	3.0 Hor	izontal & Ve	rtical Conti	4.0 3D T	opographic	Survey	5.0 Exis	ting Right o	of Way Surv
	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
PRINCIPAL IN CHARGE	\$86.00	0			0			0			0			0			0		
PROJECT MANAGER	\$86.00	28	9.21%	7.92	6	33.33%	28.67	6	30.00%	25.80	2	8.33%	7.17	2	1.79%	1.54	5	6.25%	5.38
PROJECT SURVEYOR/ENGI	\$81.96	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGI	\$69.21	57	18.75%	12.98	10	55.56%	38.45	14	70.00%	48.45	0			0			21	26.25%	18.17
PROJECT SURVEYOR/ENGI	\$52.75	15	4.93%	2.60	0			0			4	16.67%	8.79	8	7.14%	3.77	0		
PROJECT SURVEYOR/ENGI	\$39.39	0			0			0			0			0			0		
CADD TECHNICIANS	\$46.66	48	15.79%	7.37	0			0			0			30	26.79%	12.50	10	12.50%	5.83
ENGINEERING/SURVEY TEC	\$68.80	0			0			0			0			0			0		
ENGINEERING/SURVEY TEC	\$44.81	77	25.33%	11.35	0			0			9	37.50%	16.80	36	32.14%	14.40	22	27.50%	12.32
ENGINEERING/SURVEY TEC	\$33.87	77	25.33%	8.58	0			0			9	37.50%	12.70	36	32.14%	10.89	22	27.50%	9.31
ENGINEERING/SURVEY TEC	\$21.63	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$66.67	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$45.87	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$35.99	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$23.06	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$51.25	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$45.84	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$31.82	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$25.63	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL	\$32.80	2	0.66%	0.22	2	11.11%	3.64	0			0			0			0		
ADMINISTRATIVE/CLERICAL	\$22.17	0			0			0			0			0			0		
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		304	100%	\$51.01	18	100%	\$70.76	20	100%	\$74.25	24	100%	\$45.46	112	100%	\$43.09	80	100%	\$51.01



DuPage

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Average Hourly Project Rates

Route

Section

County

Job No. PTB/Item Consultant American Surveying & Engineering, Ltd.

Date 10/29/24

Sheet 2 OF 1

Payroll	Avg	6.0 Hydi	raulic Surve	y	7.0 QA/0	QC													
-	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
PRINCIPAL IN CHARGE	\$86.00	0			0			0			0			0			0		
PROJECT MANAGER	\$86.00	1	3.13%	2.69	6	33.33%	28.67	0			0			0			0		
PROJECT SURVEYOR/ENGI	\$81.96	0			0			0			0			0			0		
PROJECT SURVEYOR/ENGI	\$69.21	0			12	66.67%	46.14	0			0			0			0		
PROJECT SURVEYOR/ENGI	\$52.75	3	9.38%	4.94	0			0			0			0			0		
PROJECT SURVEYOR/ENGI	\$39.39	0			0			0			0			0			0		
CADD TECHNICIANS	\$46.66	8	25.00%	11.66	0			0			0			0			0		
ENGINEERING/SURVEY TEC	\$68.80	0			0			0			0			0			0		
ENGINEERING/SURVEY TEC	\$44.81	10	31.25%	14.00	0			0			0			0			0		
ENGINEERING/SURVEY TEC	\$33.87	10	31.25%	10.58	0			0			0			0			0		
ENGINEERING/SURVEY TEC	\$21.63	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$66.67	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$45.87	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$35.99	0			0			0			0			0			0		
RIGHT-OF-WAY SPECIALIST	\$23.06	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$51.25	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$45.84	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$31.82	0			0			0			0			0			0		
SUBSURFACE UTILITY ENG	\$25.63	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL	\$32.80	0			0			0			0			0			0		
ADMINISTRATIVE/CLERICAL	\$22.17	0			0			0			0			0			0		
TOTALS		32	100%	\$43.88	18	100%	\$74.81	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

232

EXHIBIT A Page 27 of 45

DUPAGE COUNTY DIVISION OF TRANSPORTATION WILLOWBROOK CORNERS COMMUNITY PEDESTRIAN AND MOBILITY ENHANCEMENTS PRELIMINARY ENGINEERING SUBCONSULTANT TO D'ESCOTO

Project Understanding

This project will be developed in accordance with federal project development procedures due to federal funding being utilized for construction of this project. As such, this project will be coordinated through IDOT-Bureau of Local Roads & Streets (District 1) and the Federal Highway Administration (FHWA) for review and approval. Phase I Engineering will be documented through preparation of a Project Development Report (PDR – IDOT BLR Form 22210), which is anticipated to be a Federal Categorical Exclusion (Federal CE) based on the scope of work potentially affecting a floodway/floodplain, wetlands and property acquisition.

We understand that 91st Street is an existing two-lane roadway with open drainage with no continuous roadway lighting. There are currently no non-motorized facilities along the 91st Street corridor, however, adjacent properties do have some facilities. There are existing ADA compliant sidewalks at the signalized intersection of IL 83 with 91st Street and no existing facilities at the stop-controlled intersection of Clarendon Hills Road with 91st Street. An existing trail system connects to 91st Street within the Water Fall Glenn Forest Preserve approximately 250-feet west of Clarendon Hills Road. There is an existing crossroad culvert conveying Des Plaines River Reach No. 7, which mapped floodway/floodplain with fringe wetlands. There is no existing continuous roadway lighting, however there are spot lighting standards at numerous locations.

The general scope of work includes construction of a new sidewalk along 91st Street from Clarendon Hills Road to IL Route 83, with connections to various existing non-motorized facilities in between the termini. The western limits may extend approximately 250-feet further west to make connection with the existing trail within Water Fall Glenn Forest Preserve under the jurisdiction of DuPage County Forest Preserve District. There is potential for adding new uncontrolled crossings of 91st Street, which may include installation of new lighting. The culvert conveying Des Plaines River Reach No. 7 will need to be extended, and potentially replaced depending on the condition.

Sidewalk crossing options will be evaluated between the terminus and there may be portions of 91st Street that will need sidewalk on both sides to make connections to adjacent properties. No additional roadway lanes will be added along 91st Street, however, the existing open drainage system may need to be closed to construct the sidewalk within existing right-of-way. This would require the installation of storm sewer with curb and gutter at the back of shoulder. It is also assumed that no improvements will be made at the IL 83 intersection, including roadway lighting, and this project will tie into the existing sidewalks on the west leg of the intersection. No retaining walls over 7-feet in height will be needed, requiring geotechnical analysis and T,S&L. The community directly south of 91st Street is an Environmental Justice community for income. No detailed Environmental Justice Analysis is anticipated due to the scope of work.

Based on the above general scope of work, and the IDOT/FHWA project development process including public involvement, it is estimated that this Preliminary Engineering effort will require 12 months to complete after authorization to proceed. CBBEL will assist the d'Escoto team by providing environmental surveys and associated IDOT processing, drainage investigations and design, lighting assessment, structural assessment, public engagement support, project development report support and QA/QC.



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Scope of Services

The following represents the anticipated scope of work associated with Preliminary Engineering for non-motorized improvements along 91st Street from Clarendon Hills Road to IL Route 83 within unincorporated DuPage County, and includes the following:

<u>Task 1 – Data Collection & Field Review</u>: This task includes collecting historical files for environmental and drainage related work, examining, reviewing and evaluating records plans and adjacent development plans. Traffic and pedestrian count data will be provided by DuPage County.

This task also includes two site visits, field verification of topographic drainage survey, photo documentation of the site, review of project documents and reports.

<u>Task 2 – Environmental</u>: This work task includes completion of required environmental field review, analysis, and coordination to complete Phase I Engineering in accordance with IDOT and FHWA requirements. Based on a preliminary review of the project corridor and anticipated project limits, this task assumes that Section 4(f) coordination (e.g., impacts to public recreational lands or historic properties) and Environmental Justice analysis will not be required for the proposed improvements. The following work will be completed as part of this task:

<u>Task 2A – ESR Submittal & Coordination:</u> CBBEL will prepare and submit an Environmental Survey Request (ESR) for the project to IDOT for processing in accordance with IDOT procedures. The ESR submittal will include the required ESR form, exhibits, a photo log. It is assumed that all structures can be viewed via Google Earth and a historic photo log will not be required by IDOT for structures over 40 years of age.

Except as noted below, it is assumed that any necessary water quality sampling or biological surveys (including threatened and endangered species surveys) will be completed by the State through the ESR process.

<u>Task 2B – Wetland Delineation and Report:</u> An environmental field survey of the project corridor will be completed to determine the limits of any waters of the US/wetlands and to assess wildlife and plant communities. The waters of the US/ wetland limits will be field staked and located using a sub-meter accuracy handheld GPS unit for direct inclusion in the project mapping and design files. The delineation will be completed based on the methodology established by the US Army Corps of Engineers (USACE). CBBEL will coordinate a jurisdictional determination and wetland boundary confirmation site visit with the appropriate regulatory agencies, as necessary.

The results of the waters of the US/wetland field survey will be summarized in a Wetland Technical Report (WTR) that will include the wetlands' generalized quality ratings (according to the Swink and Wilhelm Methodology (1994)), USACE Routine On-Site Data Forms, and exhibits depicting the approximate waters of the US/wetland and project boundaries, National Wetland Inventory, DuPage County Wetland Inventory, Soil Survey, floodplain, and USGS topography. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified.

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<u>Task 2C – Wetland Impact Evaluation:</u> CBBEL will prepare waters of the US/wetland impact evaluation (WIE) forms and exhibits as required by IDOT for all identified waters of the US/wetlands in the project corridor, regardless of level of impact. This task will include a resource review, preparation of supporting documentation, submittal of the WIE form with exhibits, coordination, and follow-up with the reviewer, as necessary. For purposes of this proposal, it is assumed that approximately four (4) independent waters of the US/wetland sites will be identified that will be included in the WIE submittal.

<u>Task 2D – Bridge/Structure Bat Assessment:</u> In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge/Structure Bat Assessment (BBA) at applicable bridges/culverts (e.g., structures with a vertical opening \geq 48-inches) within the project corridor.

The IDOT Bridge/Structure Information website does not list any bridges/culverts within the project corridor. However, it is anticipated that a BBA evaluation may be required at the floodplain/wetland crossing approximately 250-ft west of Jamie Lane. This task includes a review of the project corridor and a BBA at one (1) culvert location along the project corridor. This scope includes coordination, fieldwork, photo log, location map, and BBA form(s). Two CBBEL staff will complete the BBA fieldwork.

This scope assumes that the bridge/structure components that need to be viewed as part of the BBA will be accessible/visible. This task does not include equipment rental or shoulder/road closure. This task does not include a bat survey (e.g., mistnetting) or acoustic monitoring.

<u>Task 3 – Drainage Analysis</u>: CBBEL will provide drainage analysis and design for the project.

<u>Task 3A – Location Drainage Technical Memorandum:</u> Project CBBEL will prepare a Local Drainage Study Technical Memorandum (LDTM) for the County as part of Phase I Engineering. The LDTM will include the following.

- Existing Drainage Plan (EDP)- summarizing the existing drainage conditions within the project corridor.
- Concept Drainage Alternatives Assessment
- Proposed Drainage Plan (PDP)- Summarizing the proposed drainage conditions including any storm sewer and ditch sizing and compensatory storge locations.
- Detention Requirements Summary. It is not anticipated that dentition will be required since the proposed project is assumed to be under the 25,000square-foot threshold laid out in the DuPage County Stormwater and Flood Plain Ordinance (County Ordinance). However, runoff reduction options will be explored at sensitive outlets.
- An outfall evaluation will be performed on all existing drainage outfalls to determine sensitivity and suitability for continued use. A key part of the PDP development will be to address any known drainage issues/concerns and design for ease of maintenance and constructability.
- The LDTM narrative will briefly summarize the findings and outline how the project will adhere to the County Ordinance. It is assumed that no modifications to the IL 83 drainage system will be required.

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<u>Task 3B – Hydraulic Report:</u> CBBEL will support d'Escoto in their preparation of the Hydraulic Report (HR) for the crossing over Des Plaines Reach No. 7 and a summary of all applicable floodplain and floodway permitting requirements for the project. The regulatory model structure will be requested and used as the basis for the study. The functions of the existing structure will be done in accordance with IDOT Local Road requirements. The existing structure is a dual pipe culvert and is not anticipated to be converted to a bridge; therefore, no scour analysis is anticipated. Any compensatory storage will be required to be compensated for in the form of a roadside ditch. CBBEL's scope for this sub-task will include review of the following items: survey request, regulatory model conversion, existing conditions model/waterway XS, location map, natural model & Ex/Nat WIT, compiled Hydraulic Report (floodway fill/comp. storage, floodway permit summary form).

<u>Task 4 – Structural Culvert Inspection</u>: It is our understanding that DuPage County is planning to extend or replace the existing twin culverts crossing 91st Street between Clarendon Hills Road and IL Route 83 to accommodate the proposed sidewalk along 91st Street. To assist with the determination to extend or replace the culvert, CBBEL structural staff will perform a visual inspection of the culverts. An inspection report will be prepared summarizing CBBEL's observations and detailing our recommendations. The report will include photos of the culvert and a discussion of feasible alternatives. The report will be provided to DuPage County DOT for their review and comments.

<u>Task 5 – Lighting Assessment</u>: CBBEL electrical engineering staff will provide an existing conditions lighting assessment. Concept pedestrian lighting design criteria will be provided to the design team for consideration during design development. A concept level lighting plan will be provided (15% level design) along with quantities and costs. No photometrics will be performed.

<u>Task 6 – Phase I Report</u>: Based on the proposed scope of work, it is anticipated IDOT will require preparation of a Federal Categorical Exclusion Project Development Report (PDR). CBBEL will assist with preparation of their respective disciplinary sections of the PDR and preparation of associated attachments. CBBEL will also provide overall QA/QC review. It is anticipated there will be an initial review by DuPage County and IDOT Draft and Pre-Final reviews to obtain Phase I Design Approval.

<u>Task 7 – Public Engagement</u>: CBBEL support DuPage County with public engagement for the project. One Public Information Meeting will be held following IDOT BLRS requirements, and will include:

- Public Information Meeting Planning White Paper
- Open House format anticipated (no formal presentation or hearing)
- Classified Advertisement in the local newspaper (2 runs; 3-7 days & 15 days)
- Exhibit Boards (provided by the County & d'Escoto; printed by CBBEL)
- Sign-in Sheet (provided by the County)
- Comment Form (provided by the County)
- Comment documentation and responses (CBBEL will manage/track with d'Escoto support; 20 comments/responses anticipated)
- Project Fact Sheet (8 ½ x 11; double sided)
- One CBBEL Staff Member to attend
- Public Information Meeting summary

EXHIBIT A

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A separate project website is not anticipated for this project.

<u>Task 8 – Project/Agency Coordination</u>: CBBEL will participate in the following meetings, and provide supporting materials as necessary:

- IDOT Kickoff meeting (1 meeting; 1 staff)
- FHWA Coordination meeting (1 meeting; 1 staff)
- DuPage County Stormwater Management meeting (1 meeting; 1 staff)
- Client status meetings (8 meetings; 1 staff)
- Monthly project team coordination meetings (12 meetings; 2 staff)

<u>Task 9 – Project Administration</u>: Project administration and management necessary to oversee and direct all disciplines related to the CBBEL scope of work throughout the Phase I design process.

<u>Task 10 – QA/QC</u>: CBBEL will provide QA/QC for various project development elements, including alternatives development, roadway design, and other project related reports.



DuPage County DOT

Willowbrook Corners Community Pedestrian Mobility Enhancements Phase I Engineering Workhour Estimate

		Task	CBB	EL
		(refer to detailed scope of work document for further explanation)	Units	Work Hours
1.		Review and Evaluation		
	а	Compile data for drainage and environmental work, review of record roadway and development plans, compile from d'Escoto GIS data for exhibit use.		24
	b	Field reconnaisance (project photo log, resolve questions from data collection and review)	2 trips x 2 ppl x 4 hrs (2 hrs photo log)	18
			SUBTOTAL:	42
2.		Environmental		
	а	ESR Submittal & Coordination		32
	b	Wetland Delineation and Report		52
	с	Wetland Impact Evaluation		20
	d	Bridge/Structure Bat Assessment		16
			SUBTOTAL:	120
3		Roadway Drainage		
	а			160
	b	Hydraulic Report Review/Support		32
			SUBTOTAL:	192
4		Structural Culvert Inspection		-
	а	Structural Culvert Inspection		32
		· · · ·	SUBTOTAL:	32
5		Lighting Assessment		
-	а	Existing Lighting Assessment		8
		15% Lighting Concept Design and Cost Estimate		-
				28
			SUBTOTAL:	36
6		Project Development Report		
	а	Preliminary Project Development Report (BLR 22210).		28
	b	Address DuDOT and IDOT review comments for		16
	c	preliminary PDR Prepare and submit Final PDR		24
	U		CLIDTOTAL	68
7		Public Engagement	SUBTOTAL:	ΰð
/	2	Planning White Paper		0
		Classified Advertisement (draft/final/newspaper	┨─────┤	8
	h			_
	b	coordination)		1

DuPage County DOT

Willowbrook Corners Community Pedestrian Mobility Enhancements Phase I Engineering Workhour Estimate

d Comment Documentation and Responses	20 Comments &	
	Responses (.25 hr	5
	each)	
e Project Fact Sheet (8 1/2 x 11 double sided)		12
f Staff Attendance	1 mgt x 1ppl x 4 hr	4
g Public Information Meeting Summary		8
	SUBTOTAL:	40
8 Project/Agency Coordination		
a IDOT Kickoff Meeting	1 mtg x 1 ppl x 2 hr	2
b FHWA coordination meeting	1 mtg x 1 ppl x 2 hr	2
c DuPage County Stormwater Management	1 mtg x 1 ppl x 4 hr	4
d Client Status Meetings	6 mtg x 1 ppl x 1 hr	6
e Monthly Team coordination meetings	12 mtgs x 2 pplx 1/2 hr	12
	SUBTOTAL:	26
9 Project Administration		
a Project Management and Administration	1.5 hrs x 12 months	18
	SUBTOTAL:	18
10 QA/QC		
a Quality Assurance Reviews		32
	SUBTOTAL:	32
	Work Hour Totals:	606

Work Hour Totals: 606

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Payroll Escalation Table Fixed Raises DLM 2.80

FIRM NAME PRIME/SUPPLEMENT	Christopher B. Burke Engineering, Ltd. d'Escoto, Inc.		DATE <u>10/28/24</u> PTB NO.	
	CONTRACT TERM START DATE RAISE DATE	12 MONTHS 10/1/2024 1/1/2025	OVERHEAD RATE1 COMPLEXITY FACTOR % OF RAISE	<u>32.88%</u> <u>3.00%</u>
	I	ESCALATION PER YEAR		
	10/1/2024 - 1/1/2025 1	/2/2025 - 10/1/2025		
	3	9		
	 25.00% 1.0225 The total escalation for this pro- 	77.25% oject would be: 2.25	%	

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00



Payroll Rates

FIRM NAME	Christopher B. Burke Engineerii	DATE	10/28/24
PRIME/SUPPLEMENT	d'Escoto, Inc.		
PTB NO.			

ESCALATION FACTOR

2.25%

CURRENT RATE	ESCALATED RATE
\$82.63	\$84.49
\$72.59	\$70.00
\$59.41	\$60.75
\$46.80	\$47.85
\$36.22	\$37.03
\$85.04	\$70.00
\$76.25	\$70.00
\$66.63	\$68.13
\$54.50	\$55.73
\$38.75	\$39.62
\$68.90	\$70.00
\$64.03	\$65.47
\$42.86	\$43.82
\$30.00	\$30.68
\$70.83	\$70.00
\$53.29	\$54.49
\$58.00	\$59.31
\$65.00	\$66.46
\$40.50	\$41.41
\$76.01	\$70.00
\$60.78	\$62.15
\$52.75	\$53.94
\$30.92	\$31.62
\$45.30	\$46.32
\$18.88	\$19.30
\$57.69	\$58.99
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$82.63 \$72.59 \$59.41 \$46.80 \$36.22 \$85.04 \$76.25 \$66.63 \$54.50 \$38.75 \$68.90 \$64.03 \$42.86 \$30.00 \$70.83 \$53.29 \$58.00 \$65.00 \$40.50 \$76.01 \$65.00 \$40.50 \$76.01 \$65.00 \$40.50 \$76.01 \$65.00 \$40.50 \$76.01 \$65.00 \$40.50 \$76.01 \$65.00 \$40.50 \$76.01 \$60.78 \$52.75 \$30.92 \$45.30 \$18.88



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Cost Estimate of

Consultant Services

(Direct Labor Multiple)

Firm	Christopher B. Burke Engineering, Ltd.
Route	91st Street
Section	
County	DuPage
Job No.	
PTB & Item	

Date	10/28/24
Overhead Rate	132.88%

Complexity Factor

<u>132.88%</u>0

ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY	DBE TOTAL	TOTAL	% OF GRAND
	(A)	(B)	(C)	(D)	OTHERS (E)	(C+D+E)	(C+D+E)	TOTAL
1. Data Collection & Field Review	42	2,073.26		(2)	(=/	(0.2.2)	5,805.13	5.70%
2. Environmental	120	6,974.99					19,529.97	19.19%
3. Drainage	192	9,866.48					27,626.15	27.14%
4. Structural Culvert Inspection	32	2,003.36					5,609.41	5.51%
5. Lighting Assessment	36	1,923.77					5,386.56	5.29%
6. Phase I Report	68	4,087.40	11,444.72				11,444.72	11.24%
7. Public Engagement	40	2,132.07	5,969.81				5,969.81	5.87%
8. Project/Agency Coordination	26	1,631.60					4,568.48	4.49%
9. Project Administration	18	1,204.48	3,372.54				3,372.54	3.31%
10. QA/QC	32	2,095.89	5,868.50				5,868.50	5.77%
Direct Costs				6,600.00			6,600.00	6.48%
ļ								
TOTALS	606	33,993.30	95,181.25	6,600.00	0.00	0.00	101,781.25	100.00%

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



91st Street

Route

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Average Hourly Project Rates

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Section	DuDaga				C		Christen	h an D	Durke Fre		الما ا			Data	10/00/04				
	DuPage			,	Consu	litant	Christop	oner B.	Burke Eng	gineering	, Lta.			Date	10/28/24	•			
Job No.				,										0		05	•		
PTB/Item														Sneet	1	OF	2		
Payroll	Avg	Total P	roject Rate	s	1 Data	Collection &	Field Revie	2 Envir	onmental		3. Drain	200		4 Struc	tural Culver	t Inspection	5 Liahti	ng Assessn	nent
i ayion		Hours		Wgtd	Hours		Wgtd	Hours		Wgtd	Hours		Wgtd	Hours			Hours		Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Engineer VI	\$84.49	6	0.99%	0.84			U			J	2	1.04%	0.88			J			
Engineer V	\$70.00	98	16.17%	11.32	2	4.76%	3.33	4	3.33%	2.33	16	8.33%	5.83	12	37.50%	26.25	6	16.67%	11.67
Engineer IV	\$60.75	116	19.14%	11.63	8	19.05%	11.57	4	3.33%	2.02	28	14.58%	8.86	16	50.00%	30.37	12	33.33%	20.25
Engineer III	\$47.85	120	19.80%	9.48	16	38.10%	18.23	4	3.33%	1.60	48	25.00%	11.96	4	12.50%	5.98	10	27.78%	13.29
Engineer I/II	\$37.03	94	15.51%	5.74	12	28.57%	10.58	8	6.67%	2.47	56	29.17%	10.80				8	22.22%	8.23
Survey V	\$70.00	0																	
Survey IV	\$70.00	0																	
Survey III	\$68.13	0																	
Survey II	\$55.73	0																	
Survey I	\$39.62	0																	
Engineering Technician V	\$70.00	0																	
Engineering Technician IV	\$65.47	0																	
Engineering Technician III	\$43.82	0																	
Engineering Technician I/II	\$30.68	0																	
CAD Manager	\$70.00	14	2.31%	1.62							14	7.29%	5.10						
CAD Technician II	\$54.49	28	4.62%	2.52							28	14.58%	7.95						
GIS Speciailist III	\$59.31	42	6.93%	4.11	4	9.52%	5.65	22	18.33%	10.87									
Landscape Architect	\$66.46	0																	
Landscape Designer III	\$41.41	0																	
Environmental Resource Spec	\$70.00	46	7.59%	5.31				36	30.00%	21.00									
Environmental Resource Spec	\$62.15	12	1.98%	1.23				12	10.00%	6.21									
Environmental Resource Spec	\$53.94	16	2.64%	1.42				16	13.33%	7.19									
Environmental Resource Spec	\$31.62	8	1.32%	0.42				8	6.67%	2.11									
Environmental Resource Tech	\$46.32	6	0.99%	0.46				6	5.00%	2.32									
Engineering Intern	\$19.30	0																	
Business Operations Departm	\$58.99	0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		606	100%	\$56.09	42	100%	\$49.36	120	100%	\$58.12	192	100%	\$51.39	32	100%	\$62.60	36	100%	\$53.44



Route

91st Street

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Average Hourly Project Rates

Section				_															
County	DuPage			-	Consu	Itant	Christo	oher B.	Burke Eng	gineering	, Ltd.			Date	10/28/24				
Job No.				-															
PTB/Item				-										Sheet	2	OF	2	-	
Payroll	Avg		e I Report	-		c Engageme			ct/Agency C	oordinatior				10. QA/0			Direct C		_
	Hourly	Hours		Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours		Wgtd	Hours		Wgtd	Hours		Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Engineer VI	\$84.49		5.88%	4.97															
Engineer V	\$70.00		17.65%	12.35	8	20.00%	14.00	12	46.15%	32.31	12	66.67%	46.67	14	43.75%	30.63			
Engineer IV	\$60.75		32.35%	19.65	8	20.00%	12.15	6	23.08%	14.02	6	33.33%	20.25	6	18.75%	11.39			
Engineer III	\$47.85	i 18	26.47%	12.67	10	25.00%	11.96	6	23.08%	11.04				4	12.50%	5.98			
Engineer I/II	\$37.03	5			10	25.00%	9.26												
Survey V	\$70.00)																	
Survey IV	\$70.00)																	
Survey III	\$68.13	5																	
Survey II	\$55.73	5																	
Survey I	\$39.62	2																	
Engineering Technician V	\$70.00)																	
Engineering Technician IV	\$65.47	'																	
Engineering Technician III	\$43.82	2																	
Engineering Technician I/II	\$30.68	;																	
CAD Manager	\$70.00)																	
CAD Technician II	\$54.49)																	
GIS Speciailist III	\$59.31	12	17.65%	10.47	4	10.00%	5.93												
Landscape Architect	\$66.46	5																	
Landscape Designer III	\$41.41																		
Environmental Resource Spec	\$70.00)						2	7.69%	5.38				8	25.00%	17.50			
Environmental Resource Spec	\$62.15	5															1		1
Environmental Resource Spec	\$53.94																1		1
Environmental Resource Spec	\$31.62	2															1		1
Environmental Resource Tech	\$46.32	2															1		1
Engineering Intern	\$19.30)															1		1
Business Operations Departm	\$58.99)															1		1
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																			Ϊ.
TOTALS		68	100%	\$60.11	40	100%	\$53.30	26	100%	\$62.75	18	100%	\$66.92	32	100%	\$65.50	0	0%	\$0.00



A Subsidiary of GZA

GEOTECHNICAL ENVIRONMENTAL ECOLOGICAL WATER CONSTRUCTION MANAGEMENT

915 Harger Road Suite 330 Oak Brook, IL 60523 T: 630.684.9100 F: 630.684.9120 www.huffnhuff.com www.gza.com



August 1, 2024 (Revised September 13 and September 27, 2024)

Mr. Brian Castro, PE | Design Manager D'Escoto, Inc. 1200 N. Ashland Avenue – Suite 600 Chicago, IL 60622 via email: bcastro@descotoinc.com

Re: Phase I Environmental Services - PESA
 Willowbrook Corners Community Pedestrian and Mobility Enhancements
 91st Street Sidewalk Phase I, Village of Willowbrook, DuPage County, Illinois
 Proposal No. 81.P013076.25 (Revision 2)

Dear Mr. Castro:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H), is pleased to submit this proposal to d'Escoto, Inc. (Client) to provide Phase I Environmental Services for the 91st Street Sidewalk Phase I Project improvements proposed by the DuPage County Division of Transportation (DuDOT). Specifically, the proposed improvements are for the Willowbrook Corners Community Pedestrian and Mobility Enhancements in the Village of Willowbrook, DuPage County, Illinois (Village). The project limits extend along 91st street from clarendon Hills Road to IL Route 83 (Kingery Highway).

Client has requested environmental services, including completion of a Preliminary Environmental Site Assessment (PESA). This proposal presents our project approach, scope of services, cost, and schedule for completing the project. Project background and understanding is identified in Section 1. The proposed scope to complete Phase I activities is presented in Section 2, the project schedule is included in Section 3 and proposal acceptance information is included in Section 4 with proposed costs attached to this document.

1. PROJECT BACKGROUND

Client has provided H&H with the attached RFP, which shall serve as our basis of understanding to develop this scope and fee. We understand DuPage County Division of Transportation (DuDOT) has proposed intersection improvements in the Willowbrook Corners area, in southeastern DuPage County. The project will include design engineering services for a new sidewalk with lighting along 91st Street between Clarendon Hills Road and IL Route 83 (Kingery Highway). In addition, sketch planning and community outreach services will be completed to establish concepts for future pedestrian and mobility enhancements throughout the broader community, generally bounded by Clarendon Hills Road to the west, Hillside Lane to the north, IL Route 83 to the east, and Nielson Lane to the south.

2. SCOPE OF SERVICES

TASK 1 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.



EXHIBIT A

Page 40 of 45 August 1, 2024 (Revised September 13 and September 27, 2024) d'Escoto, Inc. – Phase I Environmental Services (PESA) 91st Street Sidewalk Phase I Project – DuPage County, Illinois Page | 2

- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

Sub-Task A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

Sub-Task B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

Sub-Task C. Records Review

We propose to obtain a corridor specific database for this project and a records review will be conducted to identify potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

Sub-Task D. Report Preparation

One report summarizing the results of the evaluation will be prepared, including the following information:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Sub-Task E. QAQC

Time under this task includes QA/QC time for the wetland and PESA reports as described above.

Sub-Task F. Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities.



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3. LEVEL OF EFFORT AND SCHEDULE

Proposed costs for the identified scope are included on the attached IDOT BDE 3606 CECS worksheets which present proposed costs in DLM 2.8 format and corresponding direct costs on the IDOT BDE 436 form and DuPage County Exhibit C Form. The PESA will commence within two (2) days of the notice to proceed (NTP) and will require six (6) weeks to complete.

4. PROPOSAL ACCEPTANCE

Conditions of Engagement

H&H's standard Terms and Conditions for Professional Services have been removed per request of DuPage County and we understand the agreement will be based on their terms and conditions. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

Acceptance

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-4425 with any questions.



Jeremy J. Reynolds, P.G. Associate Principal / Vice President

6

Attachments: Cost Sheets (BDE 3606 – DLM 2.80)

This Proposal for Services is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of ______

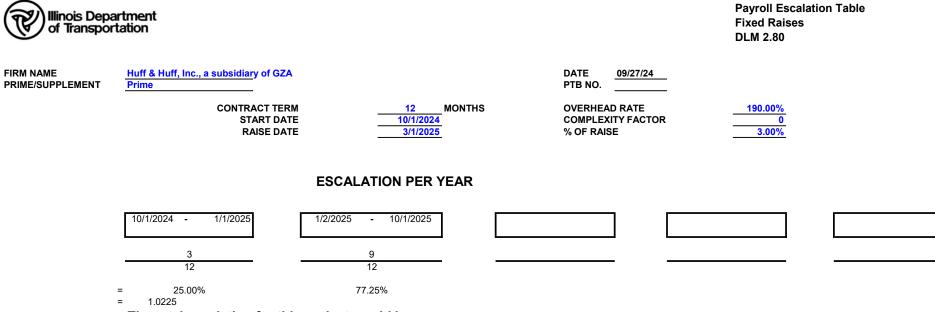
By: _____ Title: _

Printed/Typed Name: _____

Title:	
Date:	

The Proposal for Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

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The total escalation for this project would be:

2.25%



Payroll Rates

DATE

09/27/24

 FIRM NAME
 Huff & Huff, Inc., a subsidiary of

 PRIME/SUPPLEMENT
 Prime

 PTB NO.
 Prime

ESCALATION FACTOR

2.25%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$85.96	\$86.00
Associate Principal III	\$83.37	\$85.25
Associate Principal II	\$76.01	\$77.72
Associate Principal I	\$70.09	\$71.67
Senior Project Manager III	\$73.19	\$74.84
Senior Project Manager II	\$60.37	\$61.73
Senior Project Manager I	\$56.56	\$57.83
Senior Landscape Architect	\$61.47	\$62.85
Senior Planning PM	\$59.03	\$60.36
Senior Technical Specialist	\$62.64	\$64.05
Senior Technical Specialist	\$56.06	\$57.32
Senior Technical Scientist	\$57.15	\$58.44
Scientist PM II	\$53.34	\$54.54
Scientist PM I	\$46.97	\$48.03
Assistant PM Scientist	\$38.94	\$39.82
Environmental Engineer PM	\$47.00	\$48.06
Geotechnical Engineer PM I	\$50.69	\$51.83
Assistant PM Engineer I	\$38.41	\$39.27
Engineer II	\$31.75	\$32.46
Engineer I	\$35.69	\$36.49
Scientist SI	\$34.29	\$35.06
Scientist SII	\$30.16	\$30.84
Technical Graphics Technic	\$27.73	\$28.35
Administrative Executive	\$52.42	\$53.60
Senior Administrative Assist	\$36.31	\$37.13
Billing Administrator	\$26.00	\$26.59
Environmental Scientist I Int	\$28.00	\$28.63



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of Transportation			Cost E	stimate of
			Consu	Itant Services
			(Direct La	bor Multiple)
Firm	Huff & Huff, Inc., a subsidiary of GZA	Date	09/27/24	
Route	91st Street Sidewalk Phase I			
Section	24-WCCPM-01-SW	Overhead Rate	190.00%	
County	DuPage			
Job No.		Complexity Factor	0	
PTB & Item				

ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
PESA	53	2,064.57	5,780.80	406.80			6,187.60	100.00%
TOTALS	53	2,064.57	5,780.80	406.80	0.00	0.00	6,187.60	100.00%



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Average Hourly Project Rates

Route	91st Street Sidewalk Phase I
Section	24-WCCPM-01-SW
County	DuPage
Job No.	
PTB/Item	

Consultant Huff & Huff, Inc., a subsidiary of GZA

Date 09/27/24

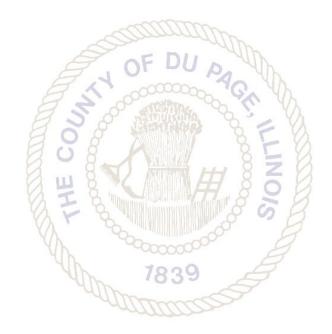
Sheet <u>1</u> OF <u>1</u>

Payroll	Avg	Total P	roject Rate	S	PESA														
-	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Principal	\$86.00	0																	
Associate Principal III	\$85.25	0																	
Associate Principal II	\$77.72	2.5	4.72%	3.67	2.5	4.72%	3.67												
Associate Principal I	\$71.67	1.5	2.83%	2.03	1.5	2.83%	2.03												
Senior Project Manager III	\$74.84	0																	
Senior Project Manager II	\$61.73	0																	
Senior Project Manager I	\$57.83	0																	
Senior Landscape Architect	\$62.85	0																	
Senior Planning PM	\$60.36	0																	
Senior Technical Specialist II	\$64.05	0																	
Senior Technical Specialist I	\$57.32	0																	
Senior Technical Scientist	\$58.44	0																	
Scientist PM II	\$54.54	0																	
Scientist PM I	\$48.03	0																	
Assistant PM Scientist	\$39.82	3.5	6.60%	2.63	3.5	6.60%	2.63												
Environmental Engineer PM I	\$48.06	6.5	12.26%	5.89	6.5	12.26%	5.89												
Geotechnical Engineer PM I	\$51.83	0																	
Assistant PM Engineer I	\$39.27	0																	
Engineer II	\$32.46	7	13.21%	4.29	7	13.21%	4.29												
Engineer I	\$36.49	0																	
Scientist SI	\$35.06	25	47.17%	16.54	25	47.17%	16.54												
Scientist SII	\$30.84	0																	
Technical Graphics Techniciar	\$28.35	6	11.32%	3.21	6	11.32%	3.21												
Administrative Executive	\$53.60	0																	
Senior Administrative Assistan	\$37.13	1	1.89%	0.70	1	1.89%	0.70												
Billing Administrator	\$26.59	0																	
Environmental Scientist I Inter	\$28.63	0																	
		0																	
		0																	
		0																	
TOTALS		53	100%	\$38.95	53	100%	\$38.95	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

DELIVERABLES

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DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: d'Escoto, Inc.

PROJECT: 24-WCCPM-01-SW

Classification	Rate	Range	Reason for
Classification	Minimum	Maximum	Adjustment/Addition/Deletion
Design Manager	\$75.00	\$86.00	
Civil Design Engineer II	\$40.00	\$45.00	
Project Design Engineer I	\$42.00	\$55.00	
Project Design Engineer II	\$50.00	\$65.00	
Project Engineer III	\$60.00	\$86.00	
Intern	\$20.00	\$30.00	
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Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT:	Signature on file	Date: <u>9/27/2024</u>
	Oignataio	
	Frederick d'Escoto	
	Print Name	
Approved By COUNTY:	Yifang Lu, Chief Highway Engineer	Date:
	3 / - 3 3 3	Page 1 of

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DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: American Surveying & Engineering, Ltd.

PROJECT: Willowbrook Corners Pedestrian Improvements

Classification	Rate	Range	Reason for			
Classification	Minimum	Maximum	Adjustment/Addition/Deletion			
PRINCIPAL	\$86.00	\$86.00				
PROJECT MANAGER	\$83.20	\$86.00				
PROJECT SURVEYOR/ENGINEER 4	\$74.00	\$86.00				
PROJECT SURVEYOR/ENGINEER 3	\$56.34	\$78.49				
PROJECT SURVEYOR/ENGINEER 2	\$46.26	\$60.90				
PROJECT SURVEYOR/ENGINEER 1	\$35.00	\$43.94				
CADD TECHNICIANS	\$41.72	\$51.47				
ENGINEERING/SURVEY TECH 4	\$64.80	\$72.44	h			
ENGINEERING/SURVEY TECH 3	\$38.63	\$50.40	Ch.			
ENGINEERING/SURVEY TECH 2	\$32.00	\$36.38				
ENGINEERING/SURVEY TECH 1	\$16.00	\$29.14	· 12			
ROW SPECIALIST 4	\$62.00	\$72.44				
ROW SPECIALIST 3	\$42.85	\$48.98	ZØ			
ROW SPECIALIST 2	\$34.16	\$37.85				
ROW SPECIALIST 1	\$19.50	\$26.78	2			
SUBSURFACE UTILITY ENGINEER 4	\$50.00	\$52.50	8			
SUBSURFACE UTILITY ENGINEER 3	\$44.72	\$46.96	9			
SUBSURFACE UTILITY ENGINEER 2	\$27.48	\$35.49	7			
SUBSURFACE UTILITY ENGINEER 1	\$24.51	\$26.75				
ADMINISTRATIVE/CLERICAL 3	\$32.00	\$33.60				
ADMINISTRATIVE/CLERICAL 2	\$19.00	\$29.40				

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

Signature of Authorized Agent	Signature

Date: October 28, 2024

Coventine Fidis, President/CEO

on file

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:

Page 1 of 2 Rev 08/23

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

Christopher B. Burke Engineering, Ltd. (sub to D'Escoto) CONSULTANT: PROJECT: Willowbrook Corners

Classification	Rate	Range	Reason for			
Classification	Minimum Maximu		Adjustment/Addition/Deletior			
Engineer VI	\$70.00	\$86.00				
Engineer V	\$58.00	\$86.00				
Engineer IV	\$53.00	\$86.00				
Engineer III	\$39.00	\$65.00				
Engineer I/II	\$34.00	\$60.00				
Survey V	\$70.00	\$86.00				
Survey IV	\$70.00	\$86.00				
Survey III	\$65.00	\$78.00				
Survey II	\$53.00	\$65.00	<u>_</u>			
Survey I	\$32.00	\$50.00	5			
Engineering Technician V	\$63.00	\$86.00	VA .			
Engineering Technician IV	\$61.00	\$78.00	. 9			
Engineering Technician III	\$30.00	\$60.00	- 0			
Engineering Technician I/II	\$30.00	\$60.00				
CAD Manager	\$69.00	\$86.00 8	5 0			
CAD Technician II	\$50.00	\$65.00	9			
CAD Technician I	\$26.00	\$35.00	8			
GIS Specialist III	\$58.00	\$70.00	8			
Landscape Architect	\$65.00	\$75.00	3			
Landscape Designer III	\$40.00	\$50.00				
Landscape Designer I/II	\$29.00	\$35.00				
Environmental Resource Specialist V	\$61.00	\$86.00				
Environmental Resource Specialist IV	\$59.00	\$78.00				
Environmental Resource Specialist III	\$52.00	\$65.00				
Environmental Resource Spec I/II	\$29.00	\$40.00				
Environmental Resource Technician	\$45.00	\$55.00				
Engineering Intern	\$15.00	\$35.00				
Bus Ops Dept/Administrative	\$57.00	\$65.00				

for CONSULTANT:

יציי U

Date:____^{8/5/2024}

Sherry Sporina, Director of Marketing

Print Name

Signature

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date:

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

CONSULTANT: Huff & Huff, Inc., a subsidiary of GZA, Inc.

PROJECT: Willowbrook Corners Community Pedestrian and Mobility Enhancements

Classification	Rate	Range	Reason for			
Classification	Minimum	Maximum	Adjustment/Addition/Deletion			
Principal	\$78.00	\$86.00				
Associate Principal III	\$78.00	\$86.00				
Associate Principal II	\$72.00	\$86.00				
Associate Principal I	\$68.00	\$80.00				
Senior Consultant II	\$75.00	\$86.00				
Senior Project Manager III	\$68.00	\$78.00				
Senior Project Manager II	\$57.00	\$63.00				
Senior Project Manager I	\$53.00	\$63.00				
Senior Landscape Architect	\$59.00	\$67.00				
Senior Planning PM	\$56.00	\$66.00	N			
Senior Technical Specialist II	\$62.00	\$68.00	UL .			
Senior Technical Specialist I	\$55.00	\$61.00	- VA			
Senior Scientist PM II	\$57.00	\$70.00	- 0			
Senior Technical Scientist	\$54.00	\$65.00	- 8			
Scientist PM II	\$49.00	\$58.00				
Scientist PM I	\$46.00	\$50.00	28			
Assistant PM Scientist	\$37.00	\$42.00	R			
Environmental Engineer PM I	\$47.00	\$49.00	8			
Geotechnical Engineer PM I	\$48.00	\$55.00	9			
Assistant PM Engineer I	\$43.00	\$50.00	7			
Engineer II	\$31.00	\$34.00				
Engineer I	\$33.00	\$36.00				
Scientist SI	\$33.00	\$38.00				
Scientist SII	\$31.00	\$32.00				
Technical Graphics Technician	\$25.00	\$30.00				
Administrative Executive	\$48.00	\$55.00				
Senior Administrative Assistant	\$34.00	\$41.00				
Lead Word Processor	\$42.00	\$48.00				

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

Signature of Authorized Agent Signature on file

Date:07/25/2024

Signature

Margaret Panatera Print Name

Approved By COUNTY:

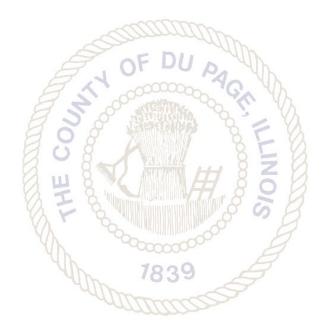
Yifang Lu, Chief Highway Engineer

Date:

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Exhibit C Notes

- 1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
- 2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
- 3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
- 4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
- Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



Page 2 of 2

EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of	
hereby notifies the COUNTY through the that they need to reassign staff for	or the
	project,
Section No	
MITTIN	
Position to be changed:	
Person to be replaced:	
Effective date:	
Reason for requesting change:	
SES CHISS S	
A according a	
1839	
Altonasse	

Proposed Replacement (Name and Title):

(attach resume)

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



Direct Costs Check Sheet

Total

\$737.00

\$54.00

Prime Consultant Name	PTB Number State Job Number	s)		
d'Escoto, Inc.				
	Prime Supplement	Date		
Consultant				
d'Escoto, Inc.				
Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		1,100	\$0.67
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
Vehicle Rental	Actual cost (Up to \$55/day)			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)			
Tolls	Actual cost		30	\$1.80
Parking	Actual cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual cost (Based on firm's policy)			

Actual cost (Submit supporting documentation)

Actual cost (Submit supporting documentation)

Actual cost (Submit supporting documentation)

Actual cost

Actual cost

Actual cost

Actual cost

Actual cost

2-Way Radio (Survey or Phase III Only)

Telephone Usage (Traffic System Monitoring Only)

Overnight Delivery/Postage/Courier Service

Copies of Deliverables/Mylars (In-house)

Copies of Deliverables/Mylars (Outside)

Project Specific Insurance

Monuments (Permanent)

Photo Processing

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
				Total Direct Cost	\$791.0

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

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Total

\$603.00

\$54.00

Prime Consultant Name		PTB Number	State Job Number(s	6)			
d'Escoto, Inc.							
		Prime	e Supplement	Date	10/28/24		
Consultant		1					
Christopher B. Burke Engineering, Ltd.							
ltem		Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Γ
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	te rate maximum					Γ
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st (Up to state rate max	ximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st					
Air Fare		te, actual cost, requires otice, with prior IDOT a					Γ
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to sta	te rate maximum			900	\$0.67	Γ
Vehicle Owned or Leased	\$32.50/ha	alf day (4 hours or less)) or \$65/full day				Γ
Vehicle Rental	Actual co	st (Up to \$55/day)					
Rental Vehicle Fuel	Actual co	st (Submit supporting o	locumentation)				
Tolls	Actual co	st			30	\$1.80	ſ
Parking	Actual co	st					Γ
Overtime	Premium	portion (Submit suppo	rting documentation)				ſ
Shift Differential	Actual co	st (Based on firm's poli	cy)				ſ
Overnight Delivery/Postage/Courier Service	Actual co	st (Submit supporting o	locumentation)				Γ

Actual cost (Submit supporting documentation)

Actual cost (Submit supporting documentation)

Actual cost

Actual cost

Actual cost

Actual cost

Actual cost

Copies of Deliverables/Mylars (In-house)

Copies of Deliverables/Mylars (Outside)

2-Way Radio (Survey or Phase III Only)

Telephone Usage (Traffic System Monitoring Only)

Project Specific Insurance

Monuments (Permanent)

Photo Processing

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)		2	\$400.00	\$800.0
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		1	\$500.00	\$500.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		1	\$600.00	\$600.0
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
8.5x11 Color Laser Copies	Actual Cost		300	\$0.57	\$171.0
11x17 Color Laser Copies	Actual Cost		200	\$0.65	\$130.0
Color Inkjet Plots	Actual Cost		260	\$3.25	\$845.00
Mounting on 6/16 Foamcore	Actual Cost		260	\$3.45	\$897.00
Translation Services	Actual Cost		1	\$2,000.00	\$2,000.00
			Г	otal Direct Cost	\$6,600.00

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

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)		
d'Escoto, Inc.				
	Prime	Supplement	Date	09/27/24

Consultant

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)				
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost				
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		40	\$0.67	\$26.80
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day				
Vehicle Rental	Actual cost (Up to \$55/day)				
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)				
Tolls	Actual cost				
Parking	Actual cost				
Overtime	Premium portion (Submit supporting documentation)				
Shift Differential	Actual cost (Based on firm's policy)				
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)				
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)				
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)				
Project Specific Insurance	Actual cost				
Monuments (Permanent)	Actual cost				
Photo Processing	Actual cost				
2-Way Radio (Survey or Phase III Only)	Actual cost				
Telephone Usage (Traffic System Monitoring Only)	Actual cost				

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
ERIS E4 Database Package	Actual Cost - See Attached Price List		1	\$285.00	\$285.0
ERIS Database Add-On Street Directory	Actual Cost - see Attached Price List		1	\$95.00	\$95.0
				Total Direct Cost	\$406.8

*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



ERIS Fee Schedule for GZA PACKAGE OPTIONS

\$85*/ eris report + one	ERIS REPORT+FIMs
ERIS REPORT + TWO	ERIS REPORT+FIMs +CHOOSE 1 (AERs, TOPOs, CD)
ERIS REPORT + THREE	ERIS REPORT+FIMs +CHOOSE 2 (AERs, TOPOs, CD)
ERIS REPORT + FOUR	ERIS REPORT+FIMs +AERs+TOPOs+CD
EES \$395	ERIS REPORT+FIMs +AERs+TOPOs+CD+ELS
EE 590	ERIS REPORT+FIMs+AERs +TOPOs+CD+ELS+COT

CD, if selected in E2–E3 includes **one** street; E4–E6 includes **two** streets.

* Price with no FIM coverage Note: E1 Option – add a PSR for \$125 (no FIM coverage)/\$165 (with FIMs); Packages E2 and above come with Physical Setting Report (PSR)

A LA CARTE OPTIONS					
Database Report	\$95	Fire Insurance Maps (FIMs)	Call		
Database + PSR	\$110	Vapor Screening Tool	\$40/\$135		
Environmental Lien Search (ELS)	\$145	Aerial Photo Decade Package	\$95		
60-Year Chain of Title (COT)	\$335	City Directory 1 Street	\$95		
ELS & COT Bundle	\$345	City Directory 2 Streets	\$115		
Physical Setting Report (PSR)	\$90	Historical Topo Maps	\$95		

⁺ With E1 to E6 Package / ⁺⁺ with Db Report & ERIS Xplorer

Please contact Nick Freeman at nfreeman@erisinfo.com or 585-808-7572



Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	check	\$2500.00	06/7/2
Jim Zay	Christopher B. Burke Engineering, Ltd.	check	\$2,500.00	01/17/
Cindy Cronin Cahill	Christopher B. Burke Engineering, Ltd.	check	\$250.00	05/02/2
Lucy Chang Evans	Christopher B. Burke Engineering, Ltd.	check	\$250.00	04/28/2
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	check	\$500.00	05/23/2
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	check	\$1,000.00	03/15/2
anatura a	h filo			
gnature or		11/1/24 		



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

Date: 11/01/2024

Bid/Contract/PO #:

Company Name: d'Escoto, Inc.	Company Contact: Frederick d'Escoto
Contact Phone: 312-787-0707	Contact Email: fcdescoto@descotoinc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file
Printed Name	Frederick d'Escoto
Title	Corporate Vice President
Date	11/01/2024

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

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

Date: November 1, 2024

Bid/Contract/PO #: 24-WCCPM-01-SW

Company Name:	American Surveying & Engineering, Ltd.	Company Contact:	Coventine Fidis, President/CEO
Contact Phone:	312-277-2000	Contact Email:	c.fidis@americansurvey.com

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file	
Printed Name	Coventine Fidis	-
Title	President/CEO	
Date	November 1, 2024	-
Attach additional shee	ts if necessary. Sign each sheet and number each page. Page ¹ of	¹ (total number of pages)



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

Date: 11/01/24

Bid/Contract/PO #:

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Matt Huffman
Contact Phone: 847-823-0500	Contact Email: mhuffman@cbbel.com

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

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

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

Recipient	LUODOF	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	check	\$500.00	08/15/24

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

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

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

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

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
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nttp://www.dupagecounty.gov/government/county_board/etnics_at_the_county/

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

Authorized Signature	Signature on file			
Printed Name	Michael E. Kerr			
Title	President			
Date	11/1/24			
Attach additional shee	ts if necessary. Sign each sheet and numb	er each page. Page 1	_{of} 2	(total number of pages)

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Required Vendor Ethics Disclosure Statement

Date: 11/01/2024

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

Bid/Contract/PO #:

Company Name: Huff & Huff, Inc., a subsidiary of GZA, Inc.	Company Contact: Jeremy Reynolds
Contact Phone: 630-684-4406	Contact Email: jeremy.reynolds@gza.com

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

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file		
Printed Name	Jeremy J. Reynolds	_	
Title	Associate Principal / VP	_	
Date	11/01/2024	_	
Attach additional sheet	is if necessary. Sign each sheet and number each page. Page 1 of	1	(total number of pages)



File #: 24-3225

Agenda Date: 12/3/2024

Agenda #: 21.A.

DT-R-0071A-23

AMENDMENT TO RESOLUTION DT-R-0071-23 ISSUED TO H&H ELECTRIC COMPANY TRAFFIC SIGNAL UNINTERRUPTED POWER SUPPLY (UPS) AND COMMUNICATIONS UPGRADES AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY SECTION 22-DCITS-01-TL (TO INCREASE CONTRACT \$2,581.94; +.035%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0071-23 on June 13, 2023 which awarded a contract to H & H Electric Company for traffic signal uninterrupted power supply (UPS) and communications upgrades at various intersections within DuPage County, Section 22-DCITS-01-TL; and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, was \$731,047.32; and

WHEREAS, additional equipment required replacement due to changes in condition since the time the project plans were prepared; and

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

WHEREAS, additional funds are necessary for H & H Electric Company to complete the changes needed in the scope of services; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$2,581.94 in order to complete the changes needed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-R-0071-23, issued to H & H Electric Company to increase the funding in the amount of \$2,581.94, resulting in an amended contract total amount of \$733,629.26, an increase of .035%.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

6475	5-1-SEF	RV				WHEATON, ILLINOIS 60187			0071-23
PURCHAS	SE ORD	ER NO.			NNG AGENCY	Transportation	SHIP TO ADDRESS Same		ON NUMBER
	20/2024 DATE	4	-	421 N. Coun ADDRESS Wheaton, IL CITY, STATE, ZIP	ty Farm Road 60187		ADDRESS		
FUND	AGI	ENCY	VENI	DOR NUMBER 11042		EXPIRATION DATE	LAST INVOICE DATE		OB aton, IL
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		CRIPTION ITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-150	0-3550-	54050	-VV22DCI	тѕ		Traffic Signal Uninterupted Power	r Supply (UPS) and		731,047.32
	2					Communications Upgrades at Va	rious Locations within DuPage		
						County, Section 22-DCITS-01-TL			
						Amendment - DT-R-0071A	-23		
LN1-150	0-3550- T	54040	-VV22DCI	TS		Increase LN1 .035%			2,581.94
								TOTAL	\$733,629.26

REMIT TO:

H&H Electric Company, 2830 Commerce Street, Franklin Park, IL 60131

COMMITTEE APPROVAL	DATE	
Transportation	12/03/24	Signature on file
County Board	12/10/24	1/22/2
		DATE

FORM PR770 REV. 1193

HJ kbe

SUPPORTING DATA FOR AMENDMENT TO RESOLUTION DT-R-0071-23 TO H&H ELECTRIC COMPANY UPS AND COMMUNICATION UPGRADES AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY SECTION 22-DCITS-01-TL (TO INCREASE CONTRACT BY: \$2,581.94; +0.35%)

NAME	BID AMOUNT
H&H Electric Company	\$731,047.32
Meade, Inc	No Bid
Home Towne Electric, Inc	No Bid
Current Contract Amount:	\$731,047.32
Increase this Resolution:	\$2,581.94
Percent of Change:	+0.35%
Increase to Date:	\$2,581.94
Percent of Change:	+0.35%

Reason for Change:

Service Installation - Pole Mounted	(\$11,471.68)
Decrease in quantity based on existing field conditions.	
Outdoor Rated Network Cable	(\$212.28)
Decrease in quantity based on existing field conditions.	
Terminate Fiber in Cabinet	\$9,979.20
Increase in quantity based on existing field conditions.	
Splice Fiber in Cabinet	\$4,377.60
Increase in quantity based on existing field conditions.	
Miscellaneous Deductions	(\$90.90)
Decreases to various pay items based on existing field conditions.	
Net Addition: New Contract Total Amount:	<u>\$ 2,581.94</u> \$733,629.26

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COUNTY OF DUNG

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: 11/20/24

Bid/Contract/PO #: 22-DCITS-01-TL

Company Name:	H&H Electric Company	Company Contact:	Louie Veneziano
Contact Phone:	(708)-453-2222	Contact Email:	louie.veneziano@hh-electric.com

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

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

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

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

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

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

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

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

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

Authorized Signature	Signature on file	
- Printed Name	Louie Veneziano	
Title	President	
Date	11/20/2024	

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



Change Order

File #: 24-3227

Agenda Date: 12/3/2024

Agenda #: 21.B.

DT-P-0341A-21

AMENDING RESOLUTION TO GENUINE PARTS COMPANY D/B/A NAPA AUTO PARTS TO FURNISH AND DELIVER AUTOMOTIVE REPLACEMENT PARTS AS NEEDED FOR THE DIVISION OF TRANSPORTATION (INCREASE \$70,000.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0341-21 on August 24, 2021, awarding a contract to Genuine Parts Company, d/b/a Napa Auto Parts for the purchase of automotive replacement parts for the Division of Transportation; and

WHEREAS, the current contract total amount is \$600,000.00; and

WHEREAS, the Division of Transportation is requesting approval to increase the contract total by \$70,000.00 due to the original contract being established in 2021 and the prices have significantly risen over the past three years. Also, the fleet continuing to age and the number of repairs performed each year has also increased; and

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

WHEREAS, it is in the best interest of the County to increase the contract and said change is authorized by law.

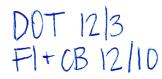
NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby increases the funding in the amount of \$70,000.00, resulting in a final County cost of \$670,000.00, an increase of 11.67%.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK







Request for Change Order

			×		111-	herein
		REVIEWED BY	(Initials Only)	C		
Prepared By (Initials)	Phor	ne Ext Date	Recommended for Approval	(Initials) Phone		Date
kbc	6892		8M1	69	210	11/22/20
OTHER - explain b	elow:					
Increase \geq \$2,500	.00, or ≥ 10%, of cu	rrent contract amount 🔲 Fundi	ng Source	-		
Increase (greater	than 29 days) conti	ract expiration from:	to:			
		DECISION MER	MO REQUIRED			
Decrease remain and close contrac	ing encumbrance t	and close contract	Decrease encum	brance 🗌 I	ncrease encui	nbrance
Price shows:						
	e quantity from:	to:	to:			-
Change budget of			Contract Extension (2	29 days)	Consent	Only
Cancel entire orc	er					
d containtie pe			D NOT REQUIRED		11	.67%
		this Change Order represents (D / Orders (B+D/A); (60% maximum on c			11	.67%
	amount (C + D)					\$670,000.00
	s Change Order	🛛 Increase	Decrease			\$70,000.00
	act amount (A + B)					\$600,000.00
	for previous Chang	e Orders				
A Starting contr						\$600,000.00
		INCREASE	/DECREASE			
(C) Is in the best	interest for the Co	unty of DuPage and authorized by	law.			
		riginal contract as signed.				
(A) Were not rea	sonably foreseeab	le at the time the contract was sign	ned.		and a state of the second second second second second second second second second second second second second s	
1			/ITH 720 ILCS 5/33E-9			
and/or Reason	, 202 I through N	er automotive repair and replac lay 19, 2025.)-3520-52250 by \$70,000.00	cement parts for DOT Flee	et Maintenance.	Contract da	tes Septembe
Packanaund		ny dba Napa Auto Parts	Vendor #: 11213-P1	Dept Contact:		
Purchase Order #:	5415-SERV	Original Purchase Aug 25, 2021 Order Date:	Change Order #: 5	Department:	Division of Tra	nsportation
Attac	ch copies of all prio		Mi	nuteTraq (IQM2)	D #:	

Buyer Date Procurement Officer Date Chief Financial Officer Chairman's Office (Decision Memos Over \$25,000) Date (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: Nov 21, 2024

Purchase Order #: 5415-1-SERV

File ID #:

Requesting Department: Division of Transportation	Department Contact: Michael Figuray	
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: 6920	
Vendor Name: Genuine Parts Company dba Napa Auto Parts	Vendor #: 11213	

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

Requesting approval to increase contract 5415-1-SERV \$70,000.00 to furnish and deliver automotive repair and replacement parts for the Division of Transportation Fleet Maintenance Dept.

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

Contract for automotive repair and replacement parts, which is necessary for the maintenance of all County owned vehicles, until the contract end date of May 19, 2025. This is the final year of a multi-year contract.

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

National Joint Powers Alliance (Source-well) contract 032521-GPC

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

DOT staff recommends approval of a change order request to increase the Napa Auto Parts contract by \$70,000.00, in order to ensure reliability of the County fleet.

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.

Sufficient funds in FY2025 to cover increase.



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

Company Name: NAPA AVIO PARIS	Company Contact: JOHN GAUSTO
Contract C 1	Contact Email: john - gaudio @ genpt.com
	John - grudio B genpt com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, board 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	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

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

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

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

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

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

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

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

I hereby ac Authorized	signature Signature	iave read, and understand these 'E ON file	e requirements.	
Printed Nar	ne JOHN C	SAUSTO		
Title	REGIONAL	SALES MGR.		-
Date	11/22/2	4		_
Attach addit	ional sheets if necessary. Sign ea	ch sheet and number each page	e. Page of	((total number of page

Rev 1.3- 12/13/23

Date: 11/22/24

Bid/Contract/PO #:

File #: DT-R-0044-24

Agenda Date: 12/3/2024

Agenda #: 21.L.

RESOLUTION APPROVING THE USE OF COUNTY OWNED LAND FOR THE CONSTRUCTION OF THE HIGHWAY MAINTENANCE FACILITY AND COMMITMENT OF FUTURE INTERFUND LOAN

WHEREAS, the County of DuPage ("County"), by and through its Division of Transportation is responsible for the maintenance, operations, and development of the County's highway and transportation system, including snow plowing and ice control operations, on a year-round basis; and

WHEREAS, the County's existing Highway Maintenance Facility, commonly known as 140 N. County Farm Road, Wheaton, IL, was constructed in the 1950's and has been expanded and modified multiple times since its construction; and

WHEREAS, the County's Division of Transportation and Facilities Management Department have determined that the existing Highway Maintenance Facility has exceeded its useful life and can no longer meet the needs of the County's Division of Transportation as it fulfills its road maintenance responsibilities; and

WHEREAS, the County's Division of Transportation and Facilities Management Department have evaluated multiple potential sites for constructing a new Highway Maintenance Facility, including building in the existing location, building in a new location at the northern portion County's property that is currently used as the County Fairgrounds, and building in various potential sites located elsewhere in the county; and

WHEREAS, the evaluation indicated that the only viable location for a new County Highway Maintenance Facility is the northern portion of the County's property currently used as the County Fairgrounds; and

WHEREAS, the Division of Transportation and its design consultant have determined that improvements and design elements can be included in the facility construction to mitigate the impact to the County Fairgrounds; and

WHEREAS, the County Board has determined that the construction of the new Highway Maintenance Facility is necessary to provide an adequate and modern space to operate the Division's highway maintenance and administrative functions; and

WHEREAS, the current County Fairgrounds lease allows for the creation of a storage facility such as the Highway Maintenance Facility referenced in this Resolution; and

WHEREAS, the preliminary estimate of the construction cost for a new Highway Maintenance Facility is up to \$82,000,000.00 (EIGHTY-TWO MILLION AND 00/100 DOLLARS); and

WHEREAS, the County, by and through its Division of Transportation, has included sufficient funds in its Fiscal Year 2025 budget request and its multi-year plan for Fiscal Years 2026 and 2027, to pay for \$60,000,000.00 (SIXTY MILLION AND 00/100 DOLLARS) toward the cost of the Highway Maintenance Facility using a combination of Motor Fuel Tax and Local Gas Tax funds; and

WHEREAS, the County has determined that the most cost-efficient and time-effective means of implementing the new Highway Maintenance Facility is by supplementing the Division's budgeted and anticipated funds with an interfund loan; and

WHEREAS, funding for the new Highway Maintenance Facility is proposed to come in part from an interfund loan, from a specific fund source to be determined at the time of the fund transfer to the Division of Transportation as appropriated by the County Board, to be paid back over a period of up to eight (8) years; and

WHEREAS, the "payback" of the loan will be accounted for by budgeted interfund transfers to the designated fund source from the Division of Transportation as appropriated by the County Board; and

WHEREAS, the County Board deems an interfund loan of up to \$22,000,000.00 (TWENTY-TWO MILLION AND 00/100 DOLLARS), or such portions thereof as may be necessary, to the Division of Transportation to partially fund the new Highway Maintenance Facility to be in the best interest of the residents of DuPage County.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that the Division of Transportation is authorized to use the northern portion of the County's property currently used as the County Fairgrounds for construction of a new Highway Maintenance Facility; and

BE IT FURTHER RESOLVED, the initial recitals presented above are incorporated and adopted into this resolution; and

BE IT FURTHER RESOLVED, by the DuPage County Board, that an interfund loan in the aggregate amount not to exceed \$22,000,000.00 (TWENTY-TWO MILLION AND 00/100 DOLLARS), is authorized and directed, to be made from a specific fund source to be determined, to the Division of Transportation for the new Highway Maintenance Facility, subject to a formal and detailed interfund loan resolution prior to the actual transfer of the funds; and

BE IT FURTHER RESOLVED by the DuPage County Board that, at the time of approval of the interfund loan resolution, the Chief Financial Officer shall authorize transfers of monies to be made in accordance with this resolution from and to the designated funds, and that minimum annual payments will be calculated by the Chief Financial Officer to be made by the Division of Transportation from its budgeted capital dollars each year for eight (8) consecutive years or a lesser period of time as mutually agreed upon by the Director of Transportation and the Chief Financial Officer until such time the interfund loan is fully reconciled if prior to the eighth (8) year, and shall be reallocated for repayment of the interfund loan, commencing in the fiscal year immediately following the fiscal year in which the new Highway Maintenance Facility is completed and receives a final occupancy permit from the City of Wheaton or the appropriate government agency.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



Transportation IGA

File #: DT-R-0045-24

Agenda Date: 12/3/2024

Agenda #: 21.M.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE CITY OF WEST CHICAGO FOR LIGHTED STREET NAME SIGNS AT CH 18/KRESS ROAD AND IL 38/ROOSEVELT ROAD AND CH21/FABYAN PARKWAY AND IL 38/ROOSEVELT ROAD (ESTIMATED COUNTY COST \$10,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") and the City of West Chicago (hereinafter referred to as "MUNICIPALITY") are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

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

WHEREAS, the MUNICIPALITY has entered into a separate agreement with the Illinois Department of Transportation (hereinafter "IDOT") for roadway improvements along IL 38/Roosevelt Road (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, the MUNICIPALITY has requested the COUNTY to reimburse the MUNICIPALITY for the fabrication and installation and any future maintenance of two (2) lighted street name signs and associated cables at the intersections of the two (2) County Highways included in the PROJECT; at Roosevelt Road (IL 38) and CH18/Kress Road and at Roosevelt Road (IL 38) and CH 21/Fabyan Parkway (hereinafter "STREET NAME SIGNS"); and

WHEREAS, the COUNTY and MUNICIPALITY, in order to facilitate the free flow of traffic and ensure the safety of the public desire to enter into an intergovernmental agreement to define the construction, energy responsibilities and future maintenance related to said STREET NAME SIGNS ("AGREEMENT"); and

WHEREAS, the STREET NAME SIGNS lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their mutual best interests to enter into this AGREEMENT; and

WHEREAS, said AGREEMENT must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AGREEMENT between the COUNTY OF DUPAGE and the MUNICIPALITY; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the Director of Transportation/County Engineer, or his designee, is hereby authorized to accept and execute any documents necessary and pertinent to the PROJECT; and

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

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS



WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.			REQUISITIONING AGENCY DuPage County Division of Transportation NAME				SHIP TO ADDRESS Same	RESOLUTION NUMBER	
11/21/2024			10	421 N. Cour ADDRESS Wheaton, IL	nty Farm Road 60187		ADDRESS		
	DATE			CITY, STATE, ZIP			CITY, STATE, ZIP		
FUND AGENCY		VENDOR NUMBER 21333			EXPIRATION DATE 10/31/2029	LAST INVOICE DATE 5/31/2030		DB Iton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		CRIPTION TY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY25-1500-3500-54050		LIT_IL38_STNAME			Intergovernmental Agreement between the County of DuPage and			10,000.00	
						the City of West Chicago for lighte	ed street name signs on Kress		
						Road and IL 38/Roosevelt Road a	and Fabyan Parkway and		
						IL 38/Roosevelt Road.			
					5.				
								TOTAL	\$10,000.00

REMIT TO:

City of West Chicago 475 Main Street, West Chicago, IL 60185

COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED	
Transportation	12/03/24	DO NOT SEND PO	Signature on file
County Board	12/10/24	HEADER COMMENTS	
		***DOT- IL 38 Light Street Name Signs ***	

FORM PR770 REV. 1193

AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF WEST CHICAGO FOR LIGHTED STREET NAME SIGNS AT CH 18/KRESS ROAD AND ROOSEVELT ROAD (IL 38) AND CH 21/FABYAN PARKWAY AND ROOSEVELT ROAD (IL 38)

This Agreement (hereinafter referred to as "AGREEMENT") is executed this ______ day of ______, 2024, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of West Chicago, Illinois (hereinafter referred to as "MUNICIPALITY"), municipal corporation and home rule unit of local government under the laws and constitution of the State of Illinois, with offices at 475 Main Street, West Chicago, Illinois 60185. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

WHEREAS, the MUNICIPALITY has entered into a separate agreement with the Illinois Department of Transportation (hereinafter "IDOT") for roadway improvements along Roosevelt Road (IL 38) (hereinafter "PROJECT"); and

F DU RECITALS

WHEREAS, as part of the PROJECT, the MUNICIPALITY has requested the COUNTY to reimburse the MUNICIPALITY for the fabrication and installation and any future maintenance of two (2)lighted street name signs and associated cables at the intersections of the two (2) County Highways included in the PROJECT; at Roosevelt Road (IL 38)and CH18/Kress Road and at Roosevelt Road (IL 38)and CH 21/Fabyan Parkway(hereinafter "STREET NAME SIGNS"); and

WHEREAS, the COUNTY and MUNICIPALITY, in order to facilitate the free flow of traffic and ensure the safety of the public desire to enter into an intergovernmental agreement to define the construction, energy responsibilities and future maintenance related to said STREET NAME SIGNS; and

WHEREAS, the STREET NAME SIGNS lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their mutual best interests to enter into this AGREEMENT; and

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.), and the MUNICIPALITY by virtue of its power set forth

10.16.24

in the "Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; 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

- 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 the inserts 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 AGREEMENT

2.1 The COUNTY and the MUNICIPALITY agree that the scope of this AGREEMENT involves the COUNTY to reimburse the MUNICIPALITY for the fabrication, and installation of the signs as part of the PROJECT and future costs incurred by the MUNICIPALITY, pursuant to Section 3.4 and 3.5 herein, of the two (2) STREET NAME SIGNS as listed below:

-12	~	100	<u> </u>	
1	5.2	× 2 ·	~	
11		· ``	1	
	~.e.	20		

Lighted Street Sign Location	One Double-Sided Sign
Roosevelt Road (IL38) at CH 18 Kress Road	Indicating "Kress Road"
Roosevelt Road (IL38) at CH 21 Fabyan Parkway	Indicating "Fabyan Parkway"

3.0 RESPONSIBILITIES OF THE COUNTY

3.1 The COUNTY agrees to reimburse the MUNICIPALITY for the actual costs incurred as part of the PROJECT to furnish and install the two (2) STREET NAME SIGNS in Section 2.0 above, as well as associated electrical cables and peripheral hardware. The COUNTY shall make said payments as outlined hereinafter.

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- 3.2 The COUNTY agrees to pay the MUNICIPALITY fifty percent (50%) of the costs upon award of the contract by IDOT for the STREET NAME SIGNS, including associated cable, based upon as-bid unit prices and upon receipt of a properly documented invoice from the MUNICIPALITY. The COUNTY will pay within sixty (60) days of receipt.
- 3.3 Upon completion and acceptance of the STREET NAME SIGNS, not to be unreasonably withheld by the COUNTY, and based upon the documentation of final costs and quantities for the fabrication and installation of the STREET NAME SIGNS, including associated cable, submitted by the MUNICIPALITY to the COUNTY in a final invoice, the COUNTY agrees to reimburse the MUNICIPALITY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the MUNICIPALITY.
- 3.4 The COUNTY shall reimburse the MUNICIPALITY for the actual costs of maintaining the STREET NAME SIGNS when the MUNICIPALITY is invoiced by IDOT or the IDOT's electrical maintenance contractor and the COUNTY receives a properly documented invoice from the MUNICIPALITY. The COUNTY will pay within sixty (60) days of receipt.
- 3.5 The COUNTY reserves the right to coordinate any necessary maintenance activities with IDOT or other entities as the COUNTY deems appropriate and to pay maintenance costs directly to IDOT, IDOT's electrical maintenance contractor, the COUNTY's electrical maintenance contractor, or other qualified entities without involving the MUNICIPALITY.

4.0 RESPONSIBILITIES OF THE MUNICIPALITY

- 4.1 MUNICIPALITY shall make all necessary arrangements for engineering, construction, and ongoing maintenance with IDOT at no cost to the COUNTY except as set forth herein.
- 4.2 MUNICIPALITY shall be responsible for any energy costs billed by IDOT or the energy provider related to the STREET NAME SIGNS.
- 4.3 MUNICIPALITY agrees to waive all local permit fees for the COUNTY related to the PROJECT, and any future maintenance activities, if applicable.

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5.0 FUTURE MODERNIZATION/RECONSTRUCTION

- 5.1 The parties acknowledge that this AGREEMENT does not change or alter any existing responsibilities for maintenance or energy costs of any other elements of the traffic signal installations in the PROJECT. Further, this AGREEMENT does not obligate either party, nor IDOT, to continue to maintain or operate STREET NAME SIGNS. However, during the term of this AGREEMENT, so long as the STREET NAME SIGNS are operational, the parties agree to maintain and pay for the signs' operation according to the terms of this AGREEMENT.
- 5.2 If, in the future, it is determined that one or both of the traffic signals in the PROJECT require modernization or reconstruction due to age, condition, etc. or if any construction project(s) is undertaken by IDOT, MUNICIPALITY, or COUNTY, which result in the need to modernize or reconstruct said traffic signals, the COUNTY will be responsible for the costs to relocate or replace the STREET NAME SIGNS.
- 5.3 If, in the future, any modifications to the STREET NAME SIGNS are required resulting from work undertaken by a third-party entity, including but not limited to a private developer, utility company, airport authority, school district, or park district, none of the construction costs related to the STREET NAME SIGNS will be charged to the COUNTY. The MUNCIPALITY shall be responsible for assigning costs to the proper entity for said work.

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6.0 INDEMNIFICATION

- 6.1 The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend MUNCIPALITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.
 - 6.1.1. The COUNTY and MUNCIPALITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal

capacity to indemnify MUNCIPALITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless MUNCIPALITY, or any person or entity claiming a right through MUNCIPALITY, or in the event of change in the laws of the State of Illinois governing the COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 6.2 MUNCIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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, MUNCIPALITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. MUNCIPALITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 6.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove MUNCIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.4 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 OWNER, under the law.

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6.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.0 AGREEMENT TERM

7.1 This AGREEMENT is effective from the date fully executed by the parties and remains in full force and effect for ten (10) years and will automatically renew at the end of each term for another ten (10) years unless the County provides notice of termination at any time during a term pursuant to par. 14.1.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the STREET NAME SIGNS and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For MUNICIPALITY:

City of West Chicago Public Works Department 475 Main Street West Chicago, IL 60185 Attn: Mehul Patel Director of Public Works Phone: 630.293.2200 Email: mpatel@westchicago.org

For COUNTY:

DuPage County Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 Attn: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov

10.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

10.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

10.0 NON-ASSIGNMENT

- 10.1 Subject to paragraph 10.2 hereinafter, this AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.
- 10.2 In the event, in the future, part or all of the PROJECT involving the STREET NAME SIGNS no longer lies within the corporate limits of the MUNICIPALITY, the MUNCIPALITY may, <u>upon written notice to the COUNTY</u>, per Section 9.0 above, but without the COUNTY's consent, assign all of its interest in and to this AGREEMENT to the Municipality/Agency that the PROJECT involving the STREET NAME SIGNS becomes a part of.

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- 11.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 11.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

12.0 SEVERABILITY

11.0 GOVERNING LAW

12.1. 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.

IGA for LED Street Signs West Chicago

10.16.24

13.0 FORCE MAJEURE

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

14.0 TERMINATION

14.1 The COUNTY may, at its sole discretion, withdraw ongoing financial and maintenance support for the STREET NAME SIGNS at any time and for any reason. In such case, the COUNTY shall notify the MUNICIPALITY at least sixty (60) days prior of its intent and give MUNICIPALITY the opportunity to make alternative arrangements for maintaining the STREET NAME SIGNS.

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

COUNTY OF DUPAGE	CITY OF WEST CHIHCAGO
日日日の	
Deborah A. Conroy, Chair	Authorized Signatory
DuPage County Board	Ruben Piveda Print Name
	Maya

ATTEST:

ATTEST:

Jean Kaczmarek, County Clerk

Signature

8

IGA for LED Street Signs West Chicago

10.16.24

tive office Manager



Transportation IGA

File #: DT-R-0046-24

Agenda Date: 12/3/2024

Agenda #: 21.N.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES OF CH 8/YORK ROAD MULTI-USE PATH SECTION 24-00171-09-FP (ESTIMATED COUNTY COST \$149,500.00)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") and the Village of Elk Grove Village (hereinafter referred to as "VILLAGE") are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) and the VILLAGE 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, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the Illinois State Toll Highway Authority ("TOLLWAY") intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the reconstruction of York Road from south of Gateway Road to south of Devon Avenue ("PROJECT"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the PROJECT to include the reconstruction of the sidewalk on the west side of York Road to a shared-use path and driveway apron from Pan-Am Boulevard to Devon Avenue in ELK GROVE VILLAGE, Section #24-00171-09-FP (hereinafter referred to as the "YORK ROAD PATH"), as shown in Exhibit A; and

WHEREAS, the COUNTY, and ELK GROVE VILLAGE desire to establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, jurisdiction and future maintenance responsibilities of the YORK ROAD PATH ("AGREEMENT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in their mutual best interests to enter into this AGREEMENT; and

WHEREAS, said AGREEMENT must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AGREEMENT with the between the COUNTY OF DUPAGE and the VILLAGE; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the Director of Transportation or his designee, is hereby authorized to accept and execute any documents necessary and pertinent to the PROJECT; and

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

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF ELK GROVE VILLAGE FOR THE CONSTRUCTION AND MAINTENANANCE RESPONSIBILITIES OF CH 8/YORK ROAD MULTI-USE PATH SECTION NO.: 24-00171-09-FP

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of ______, 2024, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois, and THE VILLAGE OF ELK GROVE VILLAGE (hereinafter referred to as "ELK GROVE VILLAGE"), a municipal corporation with offices at 901 Wellington Avenue, Elk Grove Village, Illinois 60007. The COUNTY, and ELK GROVE VILLAGE are hereinafter sometimes individually referred to as "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the Illinois State Toll Highway Authority ("TOLLWAY") intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the reconstruction of York Road from south of Gateway Road to south of Devon Avenue ("PROJECT"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the PROJECT to include the re-construction of the sidewalk on the west side of York Road to a shared-use path and driveway apron from Pan-Am Boulevard to Devon Avenue in ELK GROVE VILLAGE, Section #24-00171-09-FP (hereinafter referred to as the "YORK ROAD PATH"), as shown in Exhibit A; and

WHEREAS, the COUNTY, and ELK GROVE VILLAGE desire to establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, jurisdiction and future maintenance responsibilities of the YORK ROAD PATH; and

WHEREAS, a cost estimate has been prepared for each of the PARTIES' share of the YORK ROAD PATH, and the approximate costs are agreeable to the PARTIES, as referenced in Exhibit B, attached hereto and incorporated herein; and

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.*) and ELK GROVE VILLAGE 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 this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

- 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 YORK ROAD PATH

- 2.1. The COUNTY and ELK GROVE VILLAGE agree to cooperate in and make every effort to cause the construction of the YORK ROAD PATH.
- 2.2. The YORK ROAD PATH includes construction of an 8-foot wide shared-use path on the west side of York Road from Pan-Am Boulevard to Devon Avenue in ELK GROVE VILLAGE.

3.0 RESPONSIBILITIES OF THE COUNTY AND ELK GROVE VILLAGE

3.1. The COUNTY, through a separate agreement with the TOLLWAY, agreed that the TOLLWAY will assume the overall responsibility and manage the PROJECT, which includes the YORK ROAD PATH, in the best interest of all PARTIES. The COUNTY, and ELK GROVE VILLAGE shall grant the TOLLWAY, its employees, contractors and agents, a right-of-entry for ingress and egress onto, over, under and above the PARTIES'

property within the boundaries of the PROJECT and the YORK ROAD PATH for the purpose of constructing the PROJECT and the YORK ROAD PATH, and consent to the TOLLWAY's request for any and all permits, right of access (ingress and egress), temporary use of PARTIES' property and right of way necessary for the PROJECT and the YORK ROAD PATH without charge. The PARTIES shall not unreasonably withhold any permit for rightof-entry or temporary use of their property and right of way. Upon completion of the PROJECT, the right-of-entry shall terminate.

- 3.2. The COUNTY and ELK GROVE VILLAGE shall require the general contractor selected for the YORK ROAD PATH to name the COUNTY and ELK GROVE VILLAGE as an additional insured for the Commercial General Liability as stated in the Special Provisions section of the contract for the PROJECT and the YORK ROAD PATH.
- 3.3. The COUNTY has agreed to reimburse the TOLLWAY one hundred percent (100%) for the YORK ROAD PATH <u>construction costs</u> at the actual cost incurred by the TOLLWAY. This actual cost is the bid, or change order, unit price submitted by the TOLLWAY'S contractor for the 8-foot-wide YORK ROAD PATH items times the actual quantity of items installed as a part of the YORK ROAD PATH authorized in writing or via e-mail by the TOLLWAY.

The COUNTY will be responsible for the construction costs for 5-feet of width (5/8 share) of the YORK ROAD PATH; and

- 3.3a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for construction costs for 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$78,000.00. (See EXHIBIT B.)
- 3.4 The COUNTY has agreed to reimburse the TOLLWAY for <u>design</u> <u>engineering</u> based on five percent (5%) of the construction costs for the YORK ROAD PATH; and
 - 3.4a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for design engineering based on five percent (5%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$<u>3,900.00</u>. (See EXHIBIT B.)
- 3.5 The COUNTY has agreed to reimburse the TOLLWAY for construction engineering based on ten percent (10%) of the construction costs for the YORK ROAD PATH; and

- 3.5a. ELK GROVE VILLAGE agrees to reimburse the COUNTY for construction engineering based on ten percent (10%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE, estimated to be \$7,800.00. (See EXHIBIT B.)
- 3.6. ELK GROVE VILLAGE will be responsible for acquiring all easements, permanent and/or temporary, and all right-of-way necessary for constructing the YORK ROAD PATH.
- 3.7. The COUNTY and the ELK GROVE VILLAGE acknowledge that when the final plans are completed for the PROJECT, including design of the PATHS, the PARTIES agree to accept said plans.
- 3.8. ELK GROVE VILLAGE agrees to pay the COUNTY eighty (80%) percent of its share of the YORK ROAD PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B upon award of the contract for the YORK ROAD PATH based upon as-bid unit prices within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.9. Upon completion of the YORK ROAD PATH and based upon the documentation of final costs and quantities, and a final invoice, ELK GROVE VILLAGE agrees to reimburse the COUNTY for the balance of their share of the YORK ROAD PATH cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

4.0 MAINTENANCE

4.1 ELK GROVE VILLAGE, upon completion of the construction of the YORK ROAD PATH, shall own, operate and maintain the entire YORK ROAD PATH that lies within the boundaries of ELK GROVE VILLAGE.

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5.0 INDEMNIFICATION

5.1 The COUNTY shall, indemnify, hold harmless and defend ELK GROVE VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 5.2 ELK GROVE VILLAGE shall, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
- 5.3 The COUNTY and ELK GROVE VILLAGE acknowledge that none have made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that any, or any successors or assigns, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the PARTIES' rights and obligations provided for therein.
- 5.4 Nothing contained herein shall be construed as prohibiting either the COUNTY, or ELK GROVE VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY or ELK GROVE VILLAGE's participation in its defense shall not remove the other's duty to indemnify, defend, and hold the other harmless, as set forth above.
- 5.5 Neither of the PARTIES waive, release or otherwise compromise, by these indemnity provisions, 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 other PARTIES, under the law. There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.

5.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the YORK ROAD PATH, ELK GROVE VILLAGE, and the COUNTY'S indemnification under Section 5.0 hereof shall terminate when the YORK ROAD PATH is completed and the COUNTY, and ELK GROVE VILLAGE assume their maintenance responsibilities as set forth in Section 4.0 hereof.

6.0 GENERAL

- 6.1 It is understood and agreed by the PARTIES hereto that this AGREEMENT is intended to address the YORK ROAD PATH and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.
- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or ELK GROVE VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and ELK GROVE VILLAGE, and/or representatives, in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Director of Transportation and Elk Grove Village Director of Public Works shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each PARTY shall designate a representative to the other PARTY who shall serve as the full time representative of said PARTY during the carrying out of the construction of the YORK ROAD PATH. Each representative shall have authority, on behalf of such PARTY, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other PARTIES.
- 6.5 This AGREEEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the YORK ROAD PATH and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

8.1 Any notice required shall be deemed properly given to the PARTIES, to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the PARTIES' addresses. The address of each PARTY is specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Elk Grove Village Public Works

450 E. Devon Avenue Elk Grove Village, Illinois 60007 ATTN: Colby Basham Director of Public Works Phone: 847-734-8800 Email: Cbasham@elkgrove.org

County of DuPage

Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 ATTN: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov

9.0 AMENDMENTOR MODIFICATION OF THIS AGREEMENT

9.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.

10.0 NON-ASSIGNMENT

10.1 This AGREEMENT shall not be assigned by any of the PARTIES without the written consent of the other PARTIES, whose consent shall not be unreasonably withheld.

11.0 AUTHORITY TO EXECUTE/RELATIONSHIP

11.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

11.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

12.0 GOVERNING LAW

- 12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 12.2 The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

13.0 SEVERABILITY

13.1 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.

14.0 FORCE MAJEURE

14.1 None of the PARTIES shall be liable for any delay or nonperformance 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.

15.0 COUNTERPARTS

15.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

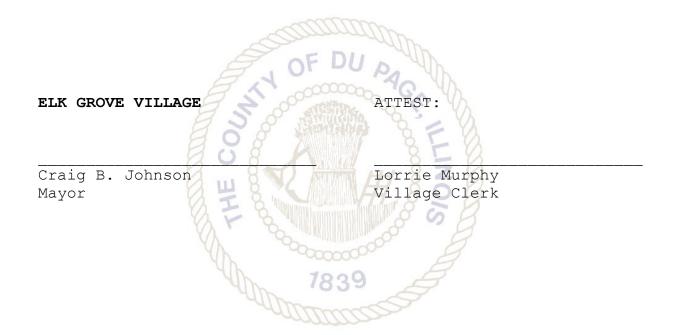
(Remainder of this page left intentionally blank)

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

COUNTY OF DU PAGE

ATTEST:

Deborah A. Conroy, Chair DuPage County Board Jean Kaczmarek County Clerk





AreaOfInterest.aprx layout: MS_JEG_KB_N19-AandB 8/24/2023

EXHIBIT B ELK GROVE VILLAGE ESTIMATE OF COSTS FOR YORK ROAD PATH

		ESTIMATED COSTS	DuPAGE COUNTY SHARE	VILLAGE OF ELK GROVE VILLAGE SHARE
YORK ROAD PATH (PanAm to Devon)	Construction	\$208,000	\$130,000	\$78,000
	Design Engineering	\$10,400	\$6,500	\$3,900
	Construction Engineering	\$20,800	\$13,000	\$7,800

\$239,200 \$149,500

\$89,700

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS



WHEATON, ILLINOIS 60187

PURCHAS	SE ORDI	ER NO.		NAME	nty Division of	Transportation	SHIP TO ADDRESS Same NAME	RESOLUTIO	ON NUMBER
	21/2024	1		ADDRESS Wheaton, IL	ty Farm Road 60187		ADDRESS		
	DATE			CITY, STATE, ZIP			CITY, STATE, ZIP		
FUND	AGI	ENCY	VEND	OOR NUMBER		EXPIRATION DATE 10/31/2029	LAST INVOICE DATE 5/31/2030		OB Iton, IL
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		CRIPTION TY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY25-	-1500-35	00-54050 YORK_MULTI_PATH			Intergovernmental Agreement between the County of DuPage and			100,000.00	
LN2-FY26-1500-3500-54050 YORK_MULTI_PATH			Elk Grove Village Public Works for the construction and maintenance			49,500.00			
						responsibilities of York Road Multi-Use Path.			
						Section 24-00171-09-FP			
								TOTAL	\$149,500.00

REMIT TO:

Elk Grove Village Public Works 450 E. Devon Avenue, Elk Grove Village, IL 60007

COMMITTEE APPROVAL Transportation	DATE 12/03/24	DOT TO ISSUE FORMAL NOTICE TO PROCEED	Signature on file
County Board	12/10/24	HEADER COMMENTS	
		DOT- YORK RD MULTI-USE PATH EG	DATE

FORM PR770 REV. 1193



Transportation IGA

File #: DT-R-0047-24

Agenda Date: 12/3/2024

Agenda #: 21.O.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE VILLAGE OF BENSENVILLE FOR THE CONSTRUCTION AND MAINTENANCE RESPONSIBILITIES OF CH 8/YORK ROAD MULTI-USE PATH SECTION 24-00171-09-FP (ESTIMATED COUNTY COST \$557,031.00)

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") and the Village of Bensenville (hereinafter referred to as "VILLAGE") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) and the VILLAGE 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, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the Illinois State Toll Highway Authority ("TOLLWAY") intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the reconstruction of York Road from south of Gateway Road to south of Devon Avenue ("PROJECT"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the ORIGINAL YORK ROAD SCOPE to include the re-construction of a shared-use path on the west side of York Road, from Gateway Road to South Thorndale Ave, in the VILLAGE OF BENSENVILLE, Section #24-00171-09-FP (hereinafter referred to as the "YORK ROAD PATH"); as shown in Exhibit A; and

WHEREAS, the COUNTY also requested the TOLLWAY expand the shared use path from South Thorndale Avenue to Ramp Q5 in the VILLAGE OF BENSENVILLE (hereinafter referred to as the "YORK ROAD NEW PATH") also shown in Exhibit A; and

WHEREAS, the COUNTY, and the VILLAGE OF BENSENVILLE desire to establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding, jurisdiction and future maintenance responsibilities of the YORK ROAD PATH and YORK ROAD NEW PATH (hereinafter sometimes referred to together as the "PATHS"); and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in their mutual best interests to enter into this AGREEMENT; and

WHEREAS, said Intergovernmental Agreement must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement with the between the COUNTY OF DUPAGE and the VILLAGE; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the Director of Transportation or his designee, is hereby authorized to accept and execute any documents necessary and pertinent to the PROJECT; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF BENSENVILLE FOR THE CONSTRUCTION AND MAINTENANANCE RESPONSIBILITIES OF CH 8/YORK ROAD MULTI-USE PATH SECTION NO.: 24-00171-09-FP

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of ______, 2024, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois, and the Village of Bensenville (hereinafter referred to as the "VILLAGE OF BENSENVILLE"), a municipal corporation with offices at 12 S. Center Street, Bensenville, Illinois 60106. The COUNTY, and the VILLAGE OF BENSENVILLE are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the Illinois State Toll Highway Authority ("TOLLWAY") intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O'Hare International Airport ("O'Hare Airport") as part of the ILLINOIS TOLLWAY's Elgin O'Hare Western Access ("EOWA") project; and

WHEREAS, the EOWA project includes the reconstruction of York Road from south of Gateway Road to south of Devon Avenue ("PROJECT"); and

WHEREAS, the COUNTY requested that the TOLLWAY expand the ORIGINAL YORK ROAD SCOPE to include the re-construction of a shared-use path on the west side of York Road, from Gateway Road to South Thorndale Ave, in the VILLAGE OF BENSENVILLE, Section #24-00171-09-FP (hereinafter referred to as the "YORK ROAD PATH"); as shown in Exhibit A; and

WHEREAS, the COUNTY also requested the TOLLWAY expand the shareduse path from South Thorndale Avenue to Ramp Q5 in the VILLAGE OF BENSENVILLE (hereinafter referred to as the "YORK ROAD NEW PATH") also shown in Exhibit A; and

WHEREAS, the COUNTY, and the VILLAGE OF BENSENVILLE desire to establish their respective responsibilities toward engineering, rightof-way acquisition, utility relocation, construction, funding, jurisdiction and future maintenance responsibilities of the YORK ROAD PATH and YORK ROAD NEW PATH (hereinafter sometimes referred to together as the "PATHS"); and WHEREAS, a cost estimate has been prepared for each of the PARTIES' share of the PATHS, and the approximate costs is agreeable to the PARTIES, as referenced in Exhibit B, attached hereto and incorporated herein; and

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.*) and the VILLAGE OF BENSENVILLE 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 this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

- 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 YORK ROAD PATH AND YORK ROAD NEW PATH

- 2.1. The COUNTY, and the VILLAGE OF BENSENVILLE agree to cooperate in and make every effort to cause the construction of the YORK ROAD PATH and YORK ROAD NEW PATH.
- 2.2. The YORK ROAD PATH includes reconstruction of the sidewalk on the west side of York Road to an 8-foot wide shared-use path and driveway aprons from Gateway Road to South Thorndale Avenue.
- 2.3. The YORK ROAD NEW PATH will involve the new construction of an 8-foot wide shared-use path from South Thorndale Avenue to Tollway Ramp Q5 (north of South Thorndale Avenue) in the VILLAGE OF BENSENVILLE, as depicted in Exhibit A.

3.0 RESPONSIBILITIES OF THE COUNTY AND VILLAGE OF BENSENVILLE

- 3.1. The VILLAGE of BENSENVILLE, through a separate agreement with the TOLLWAY will assume all costs, including construction, design and construction engineering of the <u>YORK ROAD NEW PATH</u> and will invoice the COUNTY for 5/8 cost of said path.
 - 3.1.a The COUNTY agrees to pay the VILLAGE OF BENSENVILLE <u>fifty (50%) percent</u> of its estimated share of the YORK ROAD NEW PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B, <u>upon TOLLWAY award of the contract</u> for the YORK ROAD NEW PATH based upon as-bid unit prices within sixty (60) days of receipt of a properly documented invoice from the VILLAGE OF BENSENVILLE.
 - 3.1.b The COUNTY agrees to pay the VILLAGE OF BENSENVILLE thirty (30%) percent of its estimated share of the YORK ROAD NEW PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B, one year after the award of the contract by the TOLLWAY for the YORK ROAD NEW PATH based upon asbid unit prices within sixty (60) days of receipt of a properly documented invoice from the VILLAGE OF BENSENVILLE.
 - 3.1.c Upon completion of the YORK ROAD NEW PATH and based upon the documentation of final costs and quantities, and a final invoice, the COUNTY agrees to reimburse the VILLAGE OF BENSENVILLE for the balance of their share of the YORK ROAD NEW PATH cost within sixty (60) days of receipt of a properly documented invoice from the VILLAGE OF BENSENVILLE.
 - 3.1.d Any work on the YORK ROAD NEW PATH performed by TOLLWAY covered by this AGREEMENT and billed to the COUNTY, will be reimbursed by the VILLAGE of BENSENVILLE to the COUNTY subject to the terms herein, within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.2. The COUNTY, through a separate agreement with the TOLLWAY, agreed that the TOLLWAY will assume the overall responsibility and manage the PROJECT, which includes the PATHS and in the best interest of all PARTIES. The COUNTY, and the VILLAGE OF BENSENVILLE, shall grant the TOLLWAY, its employees, contractors and agents, a right-of-entry for ingress and egress onto, over, under and above the PARTIES' property within the boundaries of the PROJECT and the YORK ROAD PATH for the purpose of constructing the PROJECT and the PATHS,

and consent to the TOLLWAY's request for any and all permits, right of access (ingress and egress), temporary use of PARTIES' property and right of way necessary for the PROJECT and the YORK ROAD PATH without charge. The PARTIES shall not unreasonably withhold any permit for right-of-entry or temporary use of their property and right of way. Upon completion of the PROJECT, the right-of-entry shall terminate.

- 3.3. The COUNTY and the VILLAGE OF BENSENVILLE shall require the general contractor selected for the YORK ROAD PATH to name the COUNTY and the VILLAGE OF BENSENVILLE as an additional insured for the Commercial General Liability as stated in the Special Provisions section of the contract for the PROJECT and the YORK ROAD PATH.
- 3.4. The COUNTY has agreed to reimburse the TOLLWAY one hundred percent (100%) for the YORK ROAD PATH construction costs at the actual cost incurred by the TOLLWAY. This actual cost is the bid, or change order, unit price submitted by the TOLLWAY'S contractor for the 8-foot-wide YORK ROAD PATH items times the actual quantity of items installed as a part of the YORK ROAD PATH authorized in writing or via e-mail by the TOLLWAY.

The COUNTY will be responsible for the construction costs for 5-feet of width (5/8 share) of the YORK ROAD PATH; and

- 3.4.a The VILLAGE OF BENSENVILLE agrees to reimburse the COUNTY for <u>construction costs</u> for 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of the VILLAGE OF BENSENVILLE (See EXHIBIT B).
- 3.5 The COUNTY has agreed to reimburse the TOLLWAY for <u>design</u> <u>engineering</u> based on five percent (5%) of the construction costs for the YORK ROAD PATH; and
 - 3.5.a The VILLAGE OF BENSENVILLE agrees to reimburse the COUNTY for design engineering based on five percent (5%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of the VILLAGE OF BENSENVILLE (See EXHIBIT B).
- 3.6 The COUNTY has agreed to reimburse the TOLLWAY for construction engineering based on ten percent (10%) of the construction costs for the YORK ROAD PATH; and

- 3.6.a The VILLAGE OF BENSENVILLE agrees to reimburse the COUNTY for construction engineering based on ten percent (10%) actual construction cost of 3-feet of width (3/8 share) of the YORK ROAD PATH that lies within the boundaries of the VILLAGE OF BENSENVILLE (See EXHIBIT B).
- 3.7. The VILLAGE OF BENSENVILLE will be responsible for acquiring all easements, permanent and/or temporary, and all right-of-way necessary for constructing the YORK ROAD PATH.
- 3.8. The COUNTY and the VILLAGE OF BENSENVILLE acknowledge that when the final plans are completed for the PROJECT, including design of the PATHS, the PARTIES agree to accept said plans.
- 3.9. The VILLAGE OF BENSENVILLE agrees to pay the COUNTY <u>fifty</u> (50%) percent of its estimated share of the YORK ROAD PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B <u>upon</u> <u>TOLLWAY award of the contract</u> (approx. 04/2025) for the YORK ROAD PATH based upon as-bid unit prices within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.10. The VILLAGE OF BENSENVILLE agrees to pay the COUNTY <u>thirty</u> (30%) percent of its estimated share of the YORK ROAD PATH cost, including design engineering and construction engineering costs, as attached hereto in Exhibit B, <u>one year</u> <u>after the award of the contract by the TOLLWAY</u> (approx. 04/2026) for the YORK ROAD PATH based upon as-bid unit prices within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.11. <u>Upon completion</u> of the YORK ROAD PATH and based upon the documentation of final costs and quantities, and a final invoice, the <u>VILLAGE OF BENSENVILLE agrees to reimburse the COUNTY for the balance of their share</u> of the YORK ROAD PATH cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

4.0 MAINTENANCE

4.1 The VILLAGE OF BENSENVILLE, upon completion of the construction of the PATHS, shall own, operate and maintain the entire YORK ROAD PATH, including the YORK ROAD NEW PATH, that lies within the boundaries of the VILLAGE OF BENSENVILLE.

5.0 INDEMNIFICATION

5.1 The COUNTY shall, indemnify, hold harmless and defend the VILLAGE OF BENSENVILLE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 5.2 The VILLAGE OF BENSENVILLE shall, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
- 5.3 The COUNTY and the VILLAGE OF BENSENVILLE acknowledge that none have made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that any, or any successors or assigns, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the PARTIES' rights and obligations provided for therein.
- 5.4 Nothing contained herein shall be construed as prohibiting either the COUNTY, or the VILLAGE OF BENSENVILLE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who

is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY or the VILLAGE OF BENSENVILLE's participation in its defense shall not remove the other's duty to indemnify, defend, and hold the other harmless, as set forth above.

- 5.5 Neither of the PARTIES waive, release or otherwise compromise, by these indemnity provisions, 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 other PARTIES, under the law. There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.
- 5.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the YORK ROAD PATH, the VILLAGE OF BENSENVILLE, and the COUNTY'S indemnification under Section 5.0 hereof shall terminate when the YORK ROAD PATH is completed and the COUNTY, and VILLAGE OF BENSENVILLE assume their maintenance responsibilities as set forth in Section 4.0 hereof.

6.0 GENERAL

- 6.1 It is understood and agreed by the PARTIES hereto that this AGREEMENT is intended to address the YORK ROAD PATH and YORK ROAD NEW PATH and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.
- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or the VILLAGE OF BENSENVILLE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and the VILAGE OF BENSENVILLE, and/or representatives, in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Director of Transportation and the Village of Bensenville Village Manager shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each PARTY shall designate a representative to the other PARTY who shall serve as the full time representative of said PARTY during the carrying out of the construction of the YORK ROAD PATH. Each representative shall have authority, on behalf of such PARTY, to receive notices and make

inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other PARTIES.

6.5 This AGREEEMENT may be executed in three or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the YORK ROAD PATH and YORK ROARD NEW PATH and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

8.1 Any notice required shall be deemed properly given to the PARTIES, to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the PARTIES' addresses. The address of each PARTY is specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Bensenville

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717 E. Jefferson Street
Bensenville, Illinois 60106
ATTN: Joseph Caracci
Director of Public Works
Phone: 630.350.3435
Email: jcaracci@bensenville.il.us
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County of DuPage

Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 ATTN: Stephen M. Travia, P.E. Director of Transportation Phone: 630.407.6900 Email: stephen.travia@dupagecounty.gov

9.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

9.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.

10.0 NON-ASSIGNMENT

10.1 This AGREEMENT shall not be assigned by any of the PARTIES without the written consent of the other PARTIES, whose consent shall not be unreasonably withheld.

11.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 11.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- 11.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

12.0 GOVERNING LAW

- 12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 12.2 The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

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13.0 SEVERABILITY

13.1 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.

14.0 FORCE MAJEURE

14.1 None of the PARTIES shall be liable for any delay or nonperformance 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.

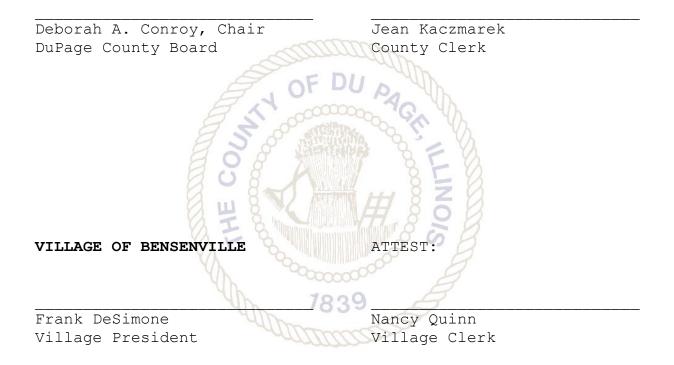
15.0 COUNTERPARTS

15.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

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

COUNTY OF DU PAGE

ATTEST:





AreaOfInterest.aprx layout: MS_JEG_KB_N19-AandB 8/24/2023

EXHIBIT B BENSENSVILLE ESTIMATE OF COSTS FOR YORK ROAD PATH

		ESTIMATED COSTS	DuPAGE COUNTY SHARE	VILLAGE OF BENSENVILLE SHARE
YORK ROAD PATH	Construction	\$508,000	\$317,500	\$190,500
(Gateway Rd to South	Design Engineering	\$25,400	\$15,875	\$9,525
Thorndale Avenue)	Construction Engineering	\$50,800	\$31,750	\$19,050
TOTAL BIKE/PI	ED REPLACEMENT	\$584,200	\$365,125	\$219,075

YORK ROAD NEW PATH (South Thorndale Ave to Ramp Q5)*	Construction	\$267,000	\$166,875	\$100,125
	Design Engineering	\$13,350	\$8,344	\$5,006
	Construction Engineering	\$26,700	\$16,688	\$10,013
TOTAL N	NEW PATH	\$307,050	\$191,906	\$115,144

\$891,250 \$557,031 \$334,219

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS



WHEATON, ILLINOIS 60187

PURCHAS	SE ORDI	ER NO.		REQUISITIONING AGENCY DuPage County Division of Transportation NAME			SHIP TO ADDRESS Same	RESOLUTIO	ON NUMBER
	21/2024	ŀ		ADDRESS Wheaton, IL	ty Farm Road 60187		ADDRESS		
	DATE			CITY, STATE, ZIP			CITY, STATE, ZIP		
FUND	AGE	ENCY	VEND	OOR NUMBER 10357		EXPIRATION DATE 10/31/2029	LAST INVOICE DATE 5/31/2030		OB aton, IL
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		CRIPTION ITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY25	N1-FY25-1500-3500-54050 YORK_MULTI_PATH			Intergovernmental Agreement be	tween the County of DuPage and		150,000.00		
LN2-FY26-1500-3500-54050 YORK_MULTI_PATH			the Village of Bensenville for the construction and maintenance			407,031.00			
						responsibilities of York Road Mul	ti-Use Path.		
						Section 24-00171-09-FP			
-									
								TOTAL	\$557,031.00

REMIT TO:

Village of Bensenville 717 E. Jefferson Street, Bensenville, IL 60106

COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED	
Transportation	12/03/24	DO NOT SEND PO	Signature on file
County Board	12/10/24	HEADER COMMENTS ***DOT- YORK RD MULTI-USE PATH B***	11/22/24 DATE

FORM PR770 REV. 1193



File #: FM-P-0043-24

Agenda Date: 12/3/2024

Agenda #: 18.E.

AWARDING RESOLUTION ISSUED TO GRAYBAR ELECTRIC COMPANY, INC. TO FURNISH AND DELIVER ELECTRICAL, LIGHTING, DATA & COMMUNICATION, NETWORKING, AND SECURITY PRODUCTS AS NEEDED FOR FACILITIES MANAGEMENT, PUBLIC WORKS, STORMWATER, AND THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$852,160.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Omnia Partners, Contract #EV-2370, the County will contract with Graybar Electric Company, Inc.; and

WHEREAS, the Public Works, Transportation, and Stormwater Committees recommend County Board approval for the issuance of a contract to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking, and security products, as needed for Facilities Management, Public Works, Stormwater, and the Division of Transportation, for the period February 01, 2025 through January 31, 2029.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver electrical, lighting, data & communication, networking, and security products, as needed for Facilities Management, Public Works, Stormwater and the Division of Transportation, for the period February 01, 2025 through January 31, 2029, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Graybar Electric Company, Inc., 34 N Meramec Avenue, Clayton, MO 63105, for a total contract amount not to exceed \$852,160.00. (Facilities Management \$455,000, Public Works \$345,000, Stormwater \$32,000, and the Division of Transportation \$20,160)

Enacted and approved this 10th day of December, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK



SECTION 1: DESCRIPTION							
General Tracking		Contract Terms					
FILE ID#: RFP, BID, QUOTE OR RENEWAL #:		INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:				
24-3114	Omina Partners #EV2370	4 YRS + 0 TERM PERIOD	\$852,160.00				
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:				
PUBLIC WORKS	12/03/2024	3 MONTHS	\$852,160.00				
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:				
	\$852,160.00	FOUR YEARS	INITIAL TERM				
Vendor Information		Department Information					
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:				
Graybar Electric Company, Inc.	10124	Facilities Management	Mary Ventrella				
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:				
Stephen Pleli	630-893-3600	630-407-5705	mary.ventrella@dupagecounty.gov				
VENDOR CONTACT EMAIL: stephen.pleli@graybar.com	VENDOR WEBSITE:	DEPT REQ #:	1				
	1	-1					

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking, and security products, as needed for various County facilities, for Facilities Management, Public Works, Stormwater, and the Division of Transportation, for the period February 1, 2025 through January 31, 2029, for a total contract not to exceed \$852,160. (Facilities Management \$455,000, Public Works \$345,000, Stormwater \$32,000, and the Division of Transportation \$20,160) Contract pursuit to the Intergovernmental Cooperation Act Omnia Partners Contract #EV-2370.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished In order to be cost effective and efficient, County electrical staff perform electrical repairs, routine and preventive maintenance, building improvements, and various projects throughout the County facilities.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	Describe method used to select source. Graybar Electric Company, Inc. holds OMNIA Partners Contract #EV-2370 which allows the County to purchase from a comprehensive product offering for power distribution, lighting, building management, facility maintenance and protection needs at significantly discounted prices. The OMNIA Partners program is a nonprofit national purchasing cooperative developed by governmental agencies. Utilizing the pooled power of public agencies nationwide the program lowers purchasing costs.						
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. Staff recommends securing a contract to purchase items with Graybar Electric Company, Inc. through OMNIA Partners. Having the option to purchase items through a cooperative purchasing agreement gives staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. 2. The second option includes sending items out to quote or bid, however this is not recommended due to the quantity and frequency of small value items that would need to be quote or bid.						

Form under revision control 05/17/2024

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

	SECTION 5: Purchas	e Requisition Informat	ion
Send Purchase Order To:		Send Invoices To:	
Vendor:	Vendor#:	Dept:	Division:
Graybar Electric Company, Inc.	10124	Facilities Management	
Attn: Stephen Pleli	Email: stephen.pleli@graybar.com	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address:	City:	Address:	City:
900 Regency Lane	Glendale Heights	421 N. County Farm Road	Wheaton
State:	Zip:	State:	Zip:
IL	60139	IL	60187
Phone:	Fax:	Phone:	Fax:
630-893-3600	630-671-6600	630-407-5700	630-407-5701
Send Payments To:		Ship to:	
Vendor:	Vendor#:	Dept:	Division:
Graybar Electric Company, Inc.	10124	Facilities Management	
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
12431 Collections Center Dr,	Chicago	various locations	Wheaton
State:	Zip:	State:	Zip:
IL	60693	IL	60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):
PER 50 ILCS 505/1	Destination	Feb 1, 2025	Jan 31, 2029

LN	0.1	UOM	Item Detail	Description		se Requis			Sub-Accts/	Unit Price	
	Qty		(Product #)	Description	FY	Company	AU	Acct Code	Activity Code		Extension
1	1	LO		FM - Electrical Supplies	FY25	1000	1100	52270		100,000.00	100,000.0
2	1	LO		DOT - Electrical Supplies	FY25	1500	3510	52270		2,100.00	2,100.
3	1	LO		DOT - Electrical Supplies	FY25	1500	3520	52270		2,100.00	2,100.0
4	1	LO		SW - Electrical Supplies	FY25	1600	3000	52270		5,000.00	5,000.0
5	1	LO		PW - Sewer Elec Equipment	FY25	2000	2555	52000		5,000.00	5,000.0
6	1	LO		PW - Sewer Elec Supplies	FY25	2000	2555	52200		25,000.00	25,000.
7	1	LO		PW - Sewer Elec Parts	FY25	2000	2555	52250		35,000.00	35,000.
8	1	LO		PW - Water Elec Parts	FY25	2000	2640	52250		10,000.00	10,000.
9	1	LO		FM - Electrical Supplies	FY26	1000	1100	52270		110,000.00	110,000.
10	1	LO		DOT - Electrical Supplies	FY26	1500	3510	52270		2,520.00	2,520.0
11	1	LO		DOT - Electrical Supplies	FY26	1500	3520	52270		2,520.00	2,520.0
12	1	LO		SW - Electrical Supplies	FY26	1600	3000	52270		8,000.00	8,000.0
13	1	LO		PW - Sewer Elec Equipment	FY26	2000	2555	52000		5,000.00	5,000.0
14	1	LO		PW - Sewer Elec Supplies	FY26	2000	2555	52200		25,000.00	25,000.0
15	1	LO		PW - Sewer Elec Parts	FY26	2000	2555	52250		45,000.00	45,000.
16	1	LO		PW - Water Elec Parts	FY26	2000	2640	52250		10,000.00	10,000.
17	1	LO		FM - Electrical Supplies	FY27	1000	1100	52270		110,000.00	110,000.
18	1	LO		DOT - Electrical Supplies	FY27	1500	3510	52270		2,520.00	2,520.
19	1	LO		DOT - Electrical Supplies	FY27	1500	3520	52270		2,520.00	2,520.
20	1	LO		SW - Electrical Supplies	FY27	1600	3000	52270		8,000.00	8,000.
21	1	LO		PW - Sewer Elec Equipment	FY27	2000	2555	52000		5,000.00	5,000.
22	1	LO		PW - Sewer Elec Supplies	FY27	2000	2555	52200		25,000.00	25,000.
23	1	LO		PW - Sewer Elec Parts	FY27	2000	2555	52250		45,000.00	45,000.
24	1	LO		PW - Water Elec Parts	FY27	2000	2640	52250		10,000.00	10,000.
25	1	LO		FM - Electrical Supplies	FY28	1000	1100	52270		110,000.00	110,000.
26	1	LO		DOT - Electrical Supplies	FY28	1500	3510	52270		2,520.00	2,520.
27	1	LO		DOT - Electrical Supplies	FY28	1500	3520	52270		2,520.00	2,520.
28	1	LO		SW - Electrical Supplies	FY28	1600	3000	52270		8,000.00	8,000.
29	1	LO		PW - Sewer Elec Equipment	FY28	2000	2555	52000		5,000.00	5,000.
30	1	LO		PW - Sewer Elec Supplies	FY28	2000	2555	52200		25,000.00	25,000.
31	1	LO		PW - Sewer Elec Parts	FY28	2000	2555	52250		45,000.00	45,000.
32	1	LO		PW - Water Elec Parts	FY28	2000	2640	52250		10,000.00	10,000.
33	1	LO		FM - Electrical Supplies	FY29	1000	1100	52270		25,000.00	25,000.
34	1	LO		DOT - Electrical Supplies	FY29	1500	3510	52270		420.00	420.
35	1	LO		DOT - Electrical Supplies	FY29	1500	3520	52270		420.00	420.
36	1	LO		SW - Electrical Supplies	FY29	1600	3000	52270		3,000.00	3,000.0
37	1	LO		PW - Sewer Elec Equipment	FY29	2000	2555	52000		1,000.00	1,000.0
38	1	LO		PW - Sewer Elec Supplies	FY29	2000	2555	52200		4,000.00	4,000.
39	1	LO		PW - Sewer Elec Parts	FY29	2000	2555	52250		7,000.00	7,000.
40	1	LO		PW - Water Elec Parts	FY29	2000	2640	52250		3,000.00	3,000.
			the correct FY		1				1 1	Requisition Total \$	

Comments				
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities.			
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Alicia Favela, Kathy Black, and Drew Cormican.			
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 12/03/24 County Board: 12/10/24			
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.			



Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

 Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions City of Kansas City, MO | EV2370

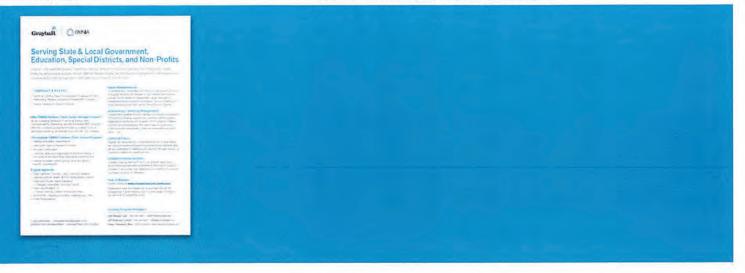
VIEW CONTRACT DOCUMENTATION

CONTACT US

m

X Hi! Have a question? I'm here to help.

10/21/24, 9:52 AM



Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023 Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029 **RENEWED THROUGH January 31, 2029**

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Notice of Intent to Renew
- Contract Renewal
- Contract Amendment 1
- Contract Amendment 2

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings



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AMENDMENT NO. 2

CONTRACT EV2370 ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS

GENERAL SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Graybar Electric Company INC. (Contractor). The parties amend the Contract entered into on February 1, 2018, as follows:

Sec 2. Term of Contract and Additional Periods

- A. Initial Term. The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2029. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- C. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 3. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor



Title: VP Strategic Accounts

KANSAS CITY, MISSOURI

9/5/2024 Date:

Date: 9/5/2024



-DA4266F30A55473...

Title:

Procurement Manager

Approved as to form: Signature on file

9/5/2024

Assistant City Attorney



ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS Executive Summary

Lead Agency: City of Kansas City, MissouriSolicitation: RFP365RFP Issued: September 6, 2017Pre-Proposal Date: September 20, 2017Response Due Date: October 6, 2017Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA

- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: <u>https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar</u>

Contractor of the second

Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #:

Company Name: GRAYBAR	Company Contact: Jamie Portocono
Contact Phone: 636-893-3600	Contact Email: jamie, porte cor yoo me . Com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signate	Signature on File	
Printed Name	Jamie Pontecorvo	
Title		
Date	Sales Manager 11-18-2024	
ttach additional s	heets if necessary. Sign each sheet and number each page. Page of	(total number of nages)



Presentation

File #: 24-3185

Agenda Date: 12/3/2024

Agenda #: 12.A.



DUPAGECOUNTY

EAST BRANCH DUPAGE RIVER TRAIL – WEBSITE LAUNCH





EBDRT WEBSITE WALKTHROUGH

https://ebdrt2019.wixsite.com/2024-update





DIVISION OF TRANSPORTATION







Next Steps

County Board comment period until 12/6
 MSG/CBBEL will incorporate any comments on 12/9
 The Website will be officially launched on 12/10
 Public Involvement Plan – December/January
 Stakeholder notifications
 Public Involvement Meeting (PIM) - 2nd Q 2025



DIVISION OF TRANSPORTATION

