



DU PAGE COUNTY

Transportation Committee

Final Regular Meeting Agenda

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

Tuesday, March 7, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1045](#)

DuPage County Transportation Committee Minutes - Regular Meeting - Tuesday February 21, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [23-1046](#)

Recommendation for the approval of a contract purchase order to Felling Trailers, Inc., to furnish and deliver one (1) New Equipment Trailer, for the Division of Transportation, for the period of March 7, 2023 through June 1, 2024, for a contract total not to exceed \$16,135.36; per Sourcewell contract #092922-FTS.

6.B. [23-1047](#)

Recommendation for the approval of a contract to Standard Industrial & Automotive Equipment, Inc., for Rotary Automotive and Heavy Equipment Lift Certification, Preventive Maintenance, Repair Parts and Repair Services, as needed for the Division of Transportation, for the period April 1, 2023 through March 31, 2024, for a contract total not to exceed \$29,900; Per lowest responsible bid 21-004-DOT, second of three renewals.

7. AWARDING RESOLUTIONS

7.A. [DT-R-0055-23](#)

Awarding Resolution to A Lamp Concrete Contractors, Inc. for the CH3/Warrenville Road Sidewalk Improvement from I-88 to Illinois 53, Section 20-SDWLK-05-SW, for an estimated County cost of \$309,141.00; Per low bid.

8. ORDINANCES**8.A. [DT-O-0048-23](#)**

Ordinance for a Highway Authority Benefits Agreement for CH9/Lemont Road & CH33/75th Street.

9. INTERGOVERNMENTAL AGREEMENTS**9.A. [DT-R-0056-23](#)**

Intergovernmental Agreement between the County of DuPage and the City of Chicago concerning installation and operation of certain navigational aid facilities supporting O'Hare International Airport (Delegation of signatory authority to the Director of Transportation).

10. GRANT PROPOSAL NOTIFICATIONS**10.A. [23-1048](#)**

GPN 012-23: Congestion Mitigation and Air Quality Improvement Program - IL Route 38/Roosevelt Road at CH23/Naperville Road Intersection Improvements - Illinois Department of Transportation - U.S. Department of Transportation - \$5,179,601.00.

10.B. [23-1049](#)

GPN 013-23: FY2024-2028 Surface Transportation Program (STP) - IL Route 53 (IL Route 56 to Park Blvd) Roadway Reconstruction - Illinois Department of Transportation - U.S. Department of Transportation - \$20,160,000.

10.C. [23-1050](#)

GPN 014-23: Congestion Mitigation and Air Quality Improvement Program - IL Route 38/Roosevelt Road at CH13/Winfield Road Intersection Improvements - Illinois Department of Transportation - U.S. Department of Transportation - \$10,649,920.

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



Minutes

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

File #: 23-1045

Agenda Date: 3/7/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, February 21, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Member Evans arrived at 10:02AM.

PRESENT	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

The following individual made public comment: Mr. Don Kirchenberg, representing the Friends of the Great Western Trails. Mr. Kirchenberg handed out flyers for requests for volunteers for the trails clean up day on April 29, 2023. He voiced safety concerns regarding the crossing of the Great Western Trail at County Farm Road.

5. APPROVAL OF MINUTES

5.A. [23-0858](#)

Recommendation for approval of the Minutes of the 2/7/2023 Transportation Committee Meeting.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. BUDGET TRANSFERS

6.A. [23-0859](#)

Budget Transfer of \$390 from Contingencies 3500-53828 to Water & Sewer 3510-53220.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [23-0860](#)

Budget Transfer of \$40,000 from Contingencies 3500-53828 to Matching Funds/Contributions 3500-53700.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [23-0861](#)

Budget Transfer of \$44,000 from Per Diem/Stipend 3510-50030 to Wearing Apparel reimbursement 3510-51080.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. **PROCUREMENT REQUISITIONS**7.A. [DT-P-0053-23](#)

Recommendation for the approval of a contract to Applied Research Associates, Inc., for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for a contract total not to exceed \$125,125.55; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Proprietary Software/Maintenance).

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

7.B. [DT-P-0054-23](#)

Recommendation for the approval of a contract to Christopher B. Burke Engineering, Ltd., to provide Phase II Professional Design Engineering Services for the Flashing Yellow Arrow Corridor Project along CH 38/63rd Street, from Suffield Court to Americana Drive, Section 20-00288-05-TL, for a contract total not to exceed \$254,905.15; Professional Services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et. seq.

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

8. CHANGE ORDERS8.A. [23-0862](#)

Crowne Industries Decrease and Close PO # 391-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.B. [23-0863](#)

Verizon Wireless Decrease and Close PO # 4310-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

9. ORDINANCES9.A. [DT-O-0047-23](#)

Ordinance for the alteration of the statutory speed limit on Purnell Road, from Winfield Road to 2,732 feet southeast South of Garys Mill Road, from 40 mph to 35 mph.

Discussion held.

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

10. OLD BUSINESS-Great Western Trail at County Farm Road

Crossing Study alternates discussion

[23-0925](#)

Crossing Study Alternates Exhibits

Director Snyder provided background to the Committee on the Great Western Trail at County Farm Road crossing. He discussed, in general, past studies, signage improvements, and most recently lowering the posted speed limit to 40 mph. As a result of expressed concerns by trail users and others, the Transportation Committee directed the Division of Transportation (DOT) to undertake a study of improvement options in

response to comments.

Director Snyder then introduced Bill Eidson, Assistant County Engineer, who summarized DOT's study which included existing conditions, crash history-noting a single pedestrian/bicyclist incident since 2004, and alternate improvement options. Bill noted that neither the County Farm Road at Great Western Trail nor County Farm Road at Hawthorne Lane/Timber Trails intersections meet established criteria for installation of a traffic signal. He then discussed in detail each alternate including constructing a barrier refuge island, refuge island with a pedestrian hybrid beacon (PHB), overpass, underpass, and three (3) trail realignments routing the trail to the existing signalized intersection on County Farm Road at St. Charles Road. Bill noted the operational differences between a traffic signal and PHB and that the PHB is not in current use in the county nor region and only one known location in the State. Committee and non-Committee members discussed the merits of the presented alternates, including eliminating trail user/motorist conflicts, costs, future maintenance, out-of-direction travel, implementation schedule, and how other similar crossings might be treated. Following some discussion, there was a consensus that the DOT move forward with constructing a refuge island in 2023, explore further other states' usage of PHB's, the possibility of signage enhancements along the trail and clearing of trees outside county right-of-way at the trail crossing. The DOT will provide County Board District 6 members a fact sheet about the crossing for possible funding discussions with state representatives.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 10:53AM.



Transportation Requisition under \$30,000

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

File #: 23-1046

Agenda Date: 3/7/2023

Agenda #: 6.A.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #092922-FTS	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$16,135.36
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$16,135.36
	CURRENT TERM TOTAL COST: \$16,135.36	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Felling Trailers, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Joel Lindmeyer	VENDOR CONTACT PHONE: 800-245-2809	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: joel.lindmeyer@felling.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-18	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to Felling Trailers, to furnish and deliver one (1) Felling Equipment Trailer for use with DOT's Bobcat MT100 mini skid steer loader, for a contract total not to exceed \$16,135.36, per Sourcewell Contract #092922-FTS.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Purchase of one (1) Felling Equipment Trailer to transport equipment and materials throughout the DuPage County. Replaces (ET-1) trailer, 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 (DPC4-107), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Sourcewell Contract #092922-FTS.
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 Felling Trailers, using the Sourcewell Contract #092922-FTS. The Sourcewell Cooperative has proven to be a cost savings over going out for bid locally.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Felling Trailers, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Joel Lindmeyer	Email: joel.lindmeyer@felling.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1525 Main Street S.	City: Sauk Centre	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 56378	State: IL	Zip: 60187
Phone: 800-245-2809	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Felling Trailers, Inc.	Vendor#:	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: 1525 Main Street S.	City: Sauk Centre	Address: 140 N. County Farm Road	City: Wheaton
State: MN	Zip: 56378	State: IL	Zip: 60187
Phone: 800-245-2809	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 7, 2023	Contract End Date (PO25): Jun 1, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	FT-12 CL	Felling Equipment Trailer	FY23	1500	3510	54110		16,135.36	16,135.36
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 16,135.36

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver one (1) Felling Equipment Trailer for the DOT 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: Joel Lindmeyer, Mike Figuray and Jason Walsh.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. FY23 1500-3510-54130 \$16,135.36 (estimated delivery 52 weeks)
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

ATTENTION:

Sourcewell Quote Valid for 7 Days

Reference No: 241905JPL

Ship To:
Division of Transportation for DuPage
County
140 North County Farm Road
Wheaton, Illinois 60187

Phone:
FAX:

Bill to:
Division of Transportation
for DuPage County
140 North County Farm
Road, Wheaton, Illinois
60187

Customer Unit/Stock:
Phone:
FAX:

PO#
Quote Date 01/24/2023
Order Date
Order Status Quote

Sales Person
Sourcewell Discount
Addtl Disc/Terms

Joel Lindmeyer
12%
0%
Net Due 30 Days

Appx Completion
Other Charge
Product ID
Serial No

52 (weeks)
FT-12 CL Drop Deck -
Ramp

Shipping Notes:

Drawing No:

OVL Length: 20

Notes: Drew Bergenthal 630-580-7102

Copy No:
Part No:
MRP No:
Smart No: 51420

Appx Wgt +/-:
2,900 lbs

Sourcewell Contract #092922-FTS

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-12 CL		Each	0	\$16,972.00
Deck Length		Add Deck Length		Feet	14	\$0.00
Frame Type		Pan Style with 14" Sides		Std	1	\$0.00
Deck Type		Pressure Treated Wood		Std	1	\$0.00
Ramps; Rear		52" L X 76" W Full Width Mesh Top (Exp Metal 1-1/2 x 6#) with Spring Assist		Std	1	\$0.00
Appx Deck Height		16" Loaded, 18" Unloaded		Inches	1	\$0.00
Width		102" OD 79" ID		Std	1	\$0.00
Tie Downs		D-Rings, 5/8" (6 on each side & 2 in the front)		Each	14	\$0.00
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1	\$0.00
Axles		6K, Drop		Std	2	\$0.00
Axles, Acc		EZ-Lube Hubs		Std	2	\$0.00
Suspension		Spring		Std	1	\$0.00
Tires & Wheels		ST235/80R 16 E, 8 Bolt [16 x 8] Mod		Std	4	\$0.00
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5	\$0.00
Hitch Type		2 5/16" Ball Adjustable, [B] 21,000 lb Plate Mount		Std	1	\$0.00
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1	\$0.00
Plug		7 Pole RV		Std	1	\$0.00
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1	\$0.00
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1	\$0.00
Stripe Color		White		Std	1	\$0.00
Standard		(3) Auger Bit Holders		Std	1	\$0.00
Standard		(1) Land Leveler/Land Plain Storage with 2 D-Rings		Std	1	\$0.00
Standard		(1) Pallet Fork Holders with D-Rings		Std	1	\$0.00
Standard		(1) Removable Trencher/Auger Tray (Appx 43" x 78" with Plywood Floor)		Std	1	\$0.00
Standard		4" Trencher tray spacers		Std	5	\$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	\$0.00
Standard		Mesh in Tongue		Std	1	\$0.00
Standard		Document Holder		Std	1	\$0.00
GVWR		14,000 lbs		Std	1	\$0.00



**MSO's are not released until
Payment Received**



****FOB IF NO FREIGHT charged****

** FET Tax may apply on 26,000 lb GVWR
and above **

**State and Local taxes may not be
reflected in quoted price**

Please sign and date your acceptance of this quote:

Standard List Price:	\$16,972.00
Sourcwell Discount:	\$2,036.64
Sub Total:	\$14,935.36
Net Cost:	\$14,935.36

Sourcwell Freight:	\$1,200.00
Material Surcharge:	\$0.00
Other Charge (see above):	\$0.00
Sales Tax:	\$0.00
License Fees:	\$0.00
FET TAX (Less Tire Deduct):	\$0.00
TOTAL U.S.D.	\$16,135.36

**Solicitation Number: RFP #092922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Felling Trailers, Inc., 1525 Main Street South, Sauk Centre, MN 56378 (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 Trailers with Related Equipment, Accessories, and Services 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 20, 2026, 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.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

Sourcewell

Signature on File

Jeremy Schwartz

Date: 12/15/2022 | 12:23 PM CST

(Signature on File

Patrick Jennissen

Date: 12/19/2022 | 8:20 AM CST

DocuSigned by:
Signature on File

Chad Coauette

Date: 12/19/2022 | 8:21 AM CST

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Felling Trailers, Inc.
Address: 1525 Main St So
Sauk Centre, MN 56378
Contact: Patrick Jennissen
Email: pat.jennissen@FELLING.COM
Phone: 320-35-5239 281
Fax: 320-352-5230
HST#: 41-1329390

Submission Details

Created On: Thursday August 11, 2022 12:12:28
Submitted On: Tuesday September 27, 2022 10:55:12
Submitted By: Becca Green
Email: becca.green@felling.com
Transaction #: c32aef7a-5789-45fb-8f6f-13c7992295f3
Submitter's IP Address: 97.116.71.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Felling Trailers, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Larson Cable Trailers, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE # 05YG1 DUNS # 07-074-3554	*
5	Proposer Physical Address:	1525 Main Street South Sauk Centre, MN 56378	*
6	Proposer website address (or addresses):	www.felling.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Patrick Jennissen V.P. Sales/Marketing 1525 Main Street South - Sauk Centre, MN 56378 pat.jennissen@felling.com 320-351-1281	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Jennissen V.P. Sales/Marketing 1525 Main Street South - Sauk Centre, MN 56378 pat.jennissen@felling.com 320-351-1281	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A -There are no other contacts for this proposal.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>-Felling Trailers, Inc. History started in a small welding shop in downtown Sauk Centre, MN in 1954 (then known as Sauk Centre Welding & Machine Works, Inc.). In the beginning, Sauk Centre Welding catered to local farmers and businesses doing repairs and small custom welding and fabrication jobs. In 1974, a young employee (now Chairman of the Board Merle J. Felling) purchased the business from the original longtime owner. Seeing a lack of quality workmanship in many of the trailers that were coming through his shop, Merle started making custom trailers for a few of the local farmers. Within a short time, others started noticing his quality craftsmanship and Merle launched the Felling Trailer product line in 1975. Over the years Merle continued to add to the Felling Trailers product line. In 1985, Felling Trailers moved to its present location at the Southeast Corner of Highway 71 and Interstate 94. In the mid 1990s the facility went through a series of expansions to the production, office, and yard areas increasing its footprint to nearly 175,000 sq. ft. In 2012 Felling Trailers opened a second production facility in Litchfield, MN. With the addition of the new location, the overall total of production and office space grew to over 250,000 square feet. Back in Sauk Centre, Felling Trailers acquired neighboring properties to the east and south of the existing facility in 2015 & 2016. This enabled the production areas to expand and give each department room to work at optimal efficiency. As the production space and team were growing, so was the office staff. In 2018 the company broke ground on its corporate headquarters. The new office complex was designed with ample room for existing and new team members. It also provided space for Felling's Parts & Service department to transition the previous office space into a trailer parts retail store. With this addition, the overall footprint of Felling Trailers, Inc. had grown to 349,000 sq. ft. Felling Trailers has grown because of its commitment to quality craftsmanship and customer satisfaction. Become a Felling Trailers customer and you will experience the Felling Style.</p> <p>-Felling Trailers gives you the Competitive Advantage with over 40 years of manufacturing experience paired with top of the line materials and the latest in design technology used in every trailer built. We are dedicated to building a trailer that is Designed and Engineered for the Long Haul. Felling Trailers has earned the confidence of customers throughout the U.S. and the world. With an expansive product line, we have a trailer to meet your hauling needs and stand the test of time. When you purchase a Felling trailer, you have access to an unsurpassed service network along with the Quality, Craftsmanship, and Pride that goes into every trailer we build. Felling Trailers stands behind every trailer manufactured with a Lifetime Limited Structural Warranty and a 3-Year Paint Warranty. At Felling Trailers, each trailer is manufactured above the industry standards to provide you with a trailer that will last for the long haul. From routine trailer maintenance and service to trailer refurbishing, Felling Trailers has a dedicated staff of service professionals who can handle almost any job.</p> <p>-Felling Utility and Larson Cable Trailer Products – Felling Trailers acquired Larson Cable Trailer(Huron, SD) in 2021. The Larson Cable Trailer Products along with Felling's line of Reel and Pole Trailers is an industry specific product to the Utilities Industries. Small Co-op's to large Federal agencies such as the Dept of Energy utilize these products to safely and efficiently move overhead and underground wire and cable as well as free standing structures in order to provide the power and communication needs to our communities.</p>	*
11	What are your company's expectations in the event of an award?	<p>-Felling Trailers has held a Sourcewell/NJPA contract since 2011, our expectations are that we will continue to utilize our dealer networks to market the contract and provide Sourcewell customers with the same products and level of customer service that they have come to accept from us. We expect to be able to grow our Sourcewell contract sales at a minimum of 25% year over year for the life of the contract. We intend to use the Sourcewell contract as a marketing tool to help find new dealers and help our current dealers grow their sales</p> <p>-We expect that Sourcewell will continue to bring innovative contract products/solutions to it's members in an ethical and legally prudent way. We expect that Sourcewell will continue to market it's solutions to potential members. We expect that our contract manager is available to educate and train our sales team as needed.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to attachments in the "Financial Strength and Stability" upload</p> <p>-"1st State Bank" attachment</p> <p>-"BMO Harris Bank" attachment</p> <p>-"McNeilus Steel" attachment</p> <p>-"TaskMaster" attachment</p> <p>-"West Central Steel" attachment</p> <p>-"Wheelco" attachment</p>	*

13	What is your US market share for the solutions that you are proposing?	Market share is a difficult thing to measure in the trailer industry as it is very fragmented very regional and product quality varies significantly. From the information that we have we believe that we have approximately 2% of total market share of all trailer products in North America. As far as "Commercial Grade" trailer products we believe that number is closer to 15%.	*
14	What is your Canadian market share for the solutions that you are proposing?	2% total, Commercial Grade: 5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A -Felling Trailer, Inc. has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	-Felling Trailers is a manufacturer that has in house sales representatives who work with third party dealers and their sales representatives to sell and deliver our products.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Along with all of the necessary licenses to operate and manufacture in the state of MN, Felling Trailers also carried all appropriate licenses to distribute products and do business in all other applicable states. This is especially important as trailers are classified as a motor vehicle by the Federal Motor Vehicle Safety Administration and every state has different requirements for motor vehicle distribution/dealers	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A -Felling Trailers, Inc. has never had a suspension or disbarment issue.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>- 2019 - The FT-12 EZ-T EZ Tilt trailer was named to Equipment Today's 2019 Contractor's Top 50 New Products https://www.felling.com/ft-12-ez-t-ez-tilt-trailers-for-contractors/</p> <p>-2019 – Felling Trailers Implemented the company wide Felling Trailers, Inc. Weld Standard Feb. 4th, 2019 https://www.felling.com/weld-quality-standard/</p> <p>-2019 – Jan. 1st, 2019 implemented Documented Real Time Torquing Procedure, https://www.felling.com/real-time-torquing-procedure/</p> <p>-2019 – WBENC-Certified WBE (Woman Owned Small Business Certification) https://www.felling.com/woman-owned-small-business/</p> <p>-2020 – Equipment Today Contractor's Top 50 New Products Award FT-16 IT-I Drop Deck Industrial Trailer</p> <p>-2020 - Rental Editor's Choice Award FT-16 IT-I Drop Deck Industrial Trailer</p> <p>-2022 – Felling Trailers received certification for the UN31 tanks, the UN31 tank is certified as a fuel tank, 607 usable gallons, intended use is for the mobile generator industry. https://www.felling.com/un31-tank-certification/</p> <p>-2022 – Nathan Uphus, Felling Trailers Sales Manager, was interviewed by Work Truck Solutions Magazine https://www.mwsmag.com/trailer-insight-from-trailer-experts/</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	5%	*
21	What percentage of your sales are to the education sector in the past three years	< 1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Arizona State – 2019: \$40,000 - 2020:\$55,000 – 2021: \$45,000</p> <p>Oklahoma State - 2019: \$20,000 - 2020:\$60,000 – 2021: \$11,000</p> <p>New York State OGS - 2019: \$256,000 - 2020:\$445,000 – 2021: \$36,000</p> <p>Florida State - 2019: \$356,000 - 2020:\$325,000 – 2021: \$334,000</p> <p>Minnesota State - \$2019: \$256,000 - 2020:\$445,000 – 2021: \$570,000</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Felling Trailers, Inc. does not personally sell through GSA contracts. Felling Trailers, Inc. is partnered with a 3rd Party (Federal Contracts Corp) that holds GSA contracts for our products.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Napa - Public Works Fleet Division -Please reference "Miscellaneous" upload "Testimonials" folder -"City of Napa" attachment	Joe Gallegos	707-258-7855 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*
City of San Jose - Public Works Fleet Management -Please reference "Miscellaneous" upload "Testimonials" folder -"City of San Jose" attachment	Daryl Fowler	408-975-7129 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*
Mohawk Valley Water Authority -Please reference "Miscellaneous" upload "Testimonials" folder -"Mohawk Valley Water Authority" attachment	Steve Gassner	315-792-0307 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DLA (Defense Logistics Agency)	Government	Virginia - VA	Mostly Semi and HDG trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once	2019-2021 Total: \$3.4 Million (avg \$1.13M/year)	*
Florida County (specific agency name can be given upon request)	Government	Florida - FL	Supply trailers from utility and dump trailers to heavy delivery trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once	2019-2021 Total: \$1.1 Million (avg \$366K/yr)	*
Florida State Agency (specific agency name can be given upon request)	Government	Florida - FL	Supply various trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$810K (avg \$270K/yr)	*
DOE (Dept of Energy)	Government	Washington - WA	Various products	From \$10,000 to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$693K (avg \$231K/yr)	*
Minnesota State Agency (specific agency name can be given upon request)	Government	Minnesota - MN	Various products	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$550K (avg \$183K/yr)	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Felling Trailers employs 11 full time sales people with over 100 years of combined industry sales experience. Working both internally and across the U.S. We have local contacts that can provide a familiar face to our customers that are all over the U.S. Factory Sales People work directly with the Nationwide 3rd party dealer network totaling more than 500 locations.	*
27	Dealer network or other distribution methods.	Felling Trailers utilizes a shipping manager to effectively find shipping companies to distribute our trailers. We distribute on average 25 loads of completed product a week.	*
28	Service force.	Dealers provide a local contact and delivery point for customers. Dealers will not only assist in purchasing, licensing a delivery process, but are also instrumental in the service and warranty. Felling authorized dealers will work closely with Felling Trailers to ensure the customer receives correct and efficient service, parts and warranty for their Felling Trailer.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The first step in the process is a Sourcewell member will buy a trailer from a Felling authorized dealer. The authorized dealer will then call a Felling Trailers, Inc. Sales Representative and request the trailer order. The authorized dealer then collects payment and delivers the trailer to the Sourcewell member upon trailer completion. The authorized dealer will report all Sourcewell Sales to Felling Trailers for recording purposes. Felling Trailers will organize all required information for Sourcewell sales into an Excel file and submit quarterly.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We currently have 6-8 available parts people to answer incoming calls or online inquiries, along with assisting walk-in customers with parts and service questions and/or concerns. At Felling Trailers, our mission is to meet or exceed customer's expectations and our parts and service dept., do that by responding immediately and assisting the customers in a timely, but accurate fashion. We have a large diverse team here at Felling Trailers that is very knowledgeable throughout all of our model lines. During high volume times of the year we can reach out to other team members also for information that may assist us with providing the information needed to our customers and for assisting our customers directly.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Felling Trailers, Inc. is able and willing to provide all products and services to our entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Felling Trailers, Inc. is able and willing to provide all products and services to our entities in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Felling Trailers, Inc. will be serving all geographic areas of the U.S. through our proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Felling Trailers, Inc. can fully serve all Sourcewell Member sectors through our proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	-There are no restriction to the contract for members of Hawaii or Alaska -Alaska/Hawaii - Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	-Within Felling's print and digital ad placements with various media partners across several markets includes the Sourcewell Logo. -Sourcewell information is contained on Felling's Government Solutions web page. - Please reference the attachments in the "Marketing Plan" upload - "Digital Promotion Presence" attachment - "Felling Advertising Print Digital" attachment
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We continually review and refine the SEO settings for our webpage, adjusting page content, keyword usage, meta descriptions and such to gain significant ranking and be viewed as "the expert" source by search engines. We also have a very active presence on social media, utilizing Facebook, Instagram, Twitter, LinkedIn, and Youtube.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect that Sourcewell will continue to bring innovative contract products/solutions to it's members in an ethical and legally prudent way. We expect that Sourcewell will continue to market it's solutions to potential members. We expect that our contract manager is available to educate and train our sales team as needed. As we currently do when doing joint calls with our dealers, we ensure that the member is aware that we have a Sourcewell contract. IF the customer is unaware of Sourcewell we educate them on who Sourcewell is, give them examples of other members whom have purchased through the contract and encourage them to visit the site. -Please reference the attachment in the "Marketing Plan" upload - "Dealer Communications" attachment
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A -Felling Trailers, Inc. does not offer a e-procurement ordering process

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	-Felling Trailer's offers operational videos that can be accessed on our website. Also, a Felling Trailers Sales Representative can travel to a location, and help with training and inquiries. Both of these options are free of charge for our customers. -Felling Trailer's dealers are also able to help with training, pricing may differ with dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>-Air Ramps - The Air Ramps option eliminates the need for operators to lower or raise the ramps on their Felling trailer. The Air Ramp system does all the lifting for you, helping to prevent back injuries and increase workplace safety. The Air Ramp System is available on 20,000 lb. capacity tag trailers to 100,000 lb. hydraulic detach trailers. Operating via an air bag system that works off of the same supply as the air brake system. Thus, any air-brake equipped truck can operate a Felling Trailer equipped with air ramp system without any other external power source (e.g. battery, gas engine or truck powered hydraulic system). Felling Trailers Air Ramp Technology was even selected as one of the 2013 Contractors' Top 50 New Products winner!</p> <p>-Air Tilt - Felling Trailers' Air Tilt Trailers utilize air, powered from the tow vehicle, to tilt the trailer and optional ramps, eliminating the need for hydraulics. The air power from the tow vehicle fills the air bags, which then raise the trailer smoothly; the air bag will then keep the deck in the tilted position to allow for loading/unloading of multiple pieces of equipment. The deck then lowers itself by releasing the air pressure at a controlled rate to prevent the deck from slamming down. With Felling's Air Tilt Trailers, superior towing capability and balance were achieved by placing the axles further back compared to other tilt trailers on the market. The Felling Trailers' Air Tilt Trailer models are also great for transporting low clearance equipment such as pavers, scissor lifts, forklifts and more with its low-clearance loading angle. With the option of ramps, a load angle as low as 7° can be achieved for loading equipment. Felling Trailers uses a High Grade 80 steel for the main structural beams to increase the trailer's strength, yet reducing the total trailer weight.</p> <p>-EZ-Tilt • Felling Trailers' EZ-Tilt model line is equipped with rotating torsion suspension, the EZ-Tilt Trailer Technology allows for a ground-level loading unit that makes the job of loading low clearance; cumbersome equipment like floor sweepers/scrubbers and scissor lifts a simplified task. Great for rental yards offering the versatility to load a variety of equipment quickly, safely and get the customer on their way. The EZ Tilt is a universal trailer, the electric/hydraulic lift system with the power up and down gives the operator the ability to load and deliver two scissor lifts at a time and capacity to load a skid loader.</p> <p>-Air Bi-fold Ramp System -- The Air Bi-Fold ramps system is part of Felling's Controlled Flow Air Ramp series which the company launched over a decade ago, all air-powered, no batteries, no hydraulics. The new Air Bi-Fold system is a revolutionary system that is perfect for the paving and low clearance markets. A key feature of Felling's design is in the operation of the flip ramp. The flip ramp locks out fully when extending, preventing scraping, or marring of the ground, which is undesirable, especially if it's a new surface of any kind. Another key feature is Felling's controlled flow air ramp technology which provides for soft ground contact of the ramp, keeping new surfaces free from being damaged.</p> <p>-Auto-Locking Reel Bar System -Equipped on all "R" Series products starting in 2023. - The locking system provides enhanced safety features and ease of operation. The auto-locking reel bar system eliminates the use of pins and brackets, it now utilizes a non-removable locking plates system. The locking plates automatically open when lowering the reel to the ground for unloading as the reel is loaded and raised; the locking plates automatically close to contain the reel bar. When the reel is raised to the transport position, spring-loaded pins automatically locks the slides into place. When the pins lock, they provide visual validation that the reel is properly locked in for transport. A green marker on the spring-loaded pins is only visible when the reel bar is properly secured. These indicators can be viewed from the rear-view mirrors of the tow vehicle.</p> <p>-Please reference attachments in the "Miscellaneous" upload -"Drop Deck Air Ramp System" attachment -"Green Air Bi-fold Ramp System" attachment</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>-Energy Efficient Lighting Systems-Felling took steps to maximize energy usage by upgrading lighting systems from the use of metal halide bulbs to T8 fluorescent bulbs. "The benefits to the T8 greatly out weight the transition cost from the metal halide," said Paul Radjenovich, Felling's VP of Operations. The T8 fixtures use 1/4 of the electricity of the previous metal halide fixtures, have 30 less light loss, and provide 40 times longer life expectancy. Better lighting, better work environment, the T8 also provides a higher color rendering index (CRI) of 85 compared to the 65-70 that the metal halide bulb provides. The higher the CRI makes objects and surfaces in a room appear more as they would under natural lighting, increasing the eye's ability to see contrast, detail, and reducing eyestrain. This not only creates a positive environmental impact, but also saves the company significantly in operational costs.</p> <p>-Proper Disposal and Recycling of Special Materials- The company implemented a partnership with Stericycle, a waste management solution provider, whose services handle pick-up and proper disposal of liquid paint waste, fluorescent light bulbs, metal halide bulbs, and oil absorbent rags to ensure environmental safeguarding, protection of people, and organizational compliance. In the period of one year, nearly 8,000 gallons of paint waste was reused as fuel in cement kilns, 165 gallons of paint waste was considered waste-to-energy and 500 light bulbs were recycled.</p> <p>-Ventilation Systems for Better Air Quality- Air quality plays a significant part in employee comfort, safety, and performance in a manufacturing environment. Felling recognized this and put into motion their air quality initiative. The company invested in ventilation systems that capture welding fumes and gases at their source and remove them from the worker's breathing zones. The captured air is then filtered through a high-efficiency canister filter with a 99.9% efficiency rate, exceeding OSHA requirements. Felling's blast booth is also equipped with its own air filtration system that not only filters the air but returns it to the welding shop floor helping to maintain the heat of the manufacturing area and better regulate the temperature.</p> <p>Felling Trailers work environment has improved dramatically over the years, not only the air quality but lighting and temperature control as well. The air exchangers allow us to maintain a higher room temperature in the winter by not sucking out a majority of the heat with the dirty air.</p> <p>-Felling also implemented a system that utilizes heat produced from the compressor room that houses four (4) large compressors. The system is configured with two modes: summer and winter. In winter mode, the warm air is pulled, filtered and pushed into the drying room supplementing the heat that would otherwise be produced via radiant gas heat from the ceiling. In the summer mode, the warm air is pulled, filtered and pushed outside. The company also took steps to reduce the amount of hazardous air pollutants by using a new paint vendor that offers paint with only 4% of the pollutants found in their previous paint.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Felling Trailers, Inc. was presented with the 2018 Green Manufacturing Award in February of 2018 at the National Association of Trailer Manufacturers (NATM) Conference in Fort Worth, TX. NATM's Green Manufacturing Award was established to recognize manufacturers that have made significant contributions toward improving their environmental impact within their manufacturing processes and facilities. The award celebrates environmental awareness and protection, as well as the business opportunities created therein.</p> <p>-Please see "Miscellaneous" upload</p> <p>-"Green Manufacturing Award" attachment</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Felling Trailers, Inc has been awarded the WBE and WOSB certifications.</p> <p>-Please reference attachments in the "WMBE-WBE" upload</p> <p>-"WBE Certificate" attachment</p> <p>-"WOSB Certificate" attachment</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>-Felling Trailers employs a full staffed Engineering department that works along side our Sales team and Production teams to ensure a properly engineered and manufactured trailer to meet the capacity and function for the necessary job applications.</p> <p>-Along with each trailer being fully engineered, all Felling trailers are backed by a Limited Lifetime Structural Warranty and a Three Year Paint Warranty that surpasses the industry standards. Felling Trailers is an ISO 9001:2015 Certified Company</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all the above.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, there are not any restrictions or limitations.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not cover travel time and mileage	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, our warranty department normally tries to find a local dealer or an outside vendor to preform the repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The first year of warranty we cover everything all Felling, as well as outside vendor supplied parts. After the first year the vendored supplied parts may carry an extended warranty that would be filed directly to the end user and the vendor.	*
51	What are your proposed exchange and return programs and policies?	It varies depending upon case, it can be determined at initial contact.	*
52	Describe any service contract options for the items included in your proposal.	Felling Trailers, Inc. does not offer service contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcewell payment terms are Net Due 30 days. Accepted payment methods will depend on their dealer that they are buying the trailer through.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Felling Trailers, Inc. uses National Cooperative Leasing as a leasing/finance partner for public and government agencies.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our sales reps will make a quote for the respective Dealer and the Sourcewell Entity. Once they have confirmation, they will turn the Dealer Quote into an Order and our AR department will invoice off of the Dealer Order. The Sourcewell entity will get their order and payment info from their respective dealer. Please see attachments in the "Standard Transaction Documents" upload -"Dealer Invoice" attachment -"Dealer Order" attachment -"Dealer Quote" attachment -"Sourcewell Quote" attachment	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Felling Trailers, Inc. does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	-Please reference "2023 Felling Sales Guide" attachment	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	-Sourcewell members get a 12% discount off of the MSRP. For example, an "FT-12 I" list price is \$8,197.00 with the 12% discount the trailers net price drops to \$7,213.36	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	-Volume discounts considered on a per order basis, see your Felling Sales representative to discuss	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	-All "non-standard options" will be quoted per request. As per all of our customers special "non-standard options" they will be given a "list-price". These items will receive the same discount (12%) as all other products.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	-Training cost - No cost at time of delivery. -Extra on-site training may carry an additional charge -DOT Inspections - Up to \$250 -Dealer Off-Load/Set-up - Up to \$1,000 -Federal Excise Tax (if applicable) - 12% -Any state/county/local taxes	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	-Trailers are shipped via Felling Fleet or Felling approved carrier to local dealer. Freight cost is determined at time of quote using a freight matrix which takes into account trailer size, current fuel cost and distance. Freight charge will be itemized on Sourcewell quote/invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	-Alaska/Hawaii - Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice. -Canada - Trailers shipping to Canada are quoted at time of quote at current market rates. Freight charge will be itemized on Sourcewell quote/invoice.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	-Felling Trailers has a vast dealer net work that includes over 500 dealers throughout North America represented in all of the 50 states.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	N/A

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	-On a quarterly basis Felling Trailers will "spot-check" a minimum of two (2) reported orders with Sourcewell customers to verify pricing matches contract. -Felling Trailers will include a minimum of four (4) articles per year in our dealer newsletter(s) about the importance of reporting all Sourcewell transactions.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	-CRM reports readily available so we are easily able to track all Sourcewell orders for the quarters/year	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	-Felling Trailers pays Sourcewell 2% of the net price per each unit sold, and payment goes out quarterly	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	-Felling Trailers gives you the Competitive Advantage with over 45 years of manufacturing experience paired with top of the line materials and the latest in design technology used in every trailer built. We are dedicated to building a trailer that is Designed and Engineered for the Long Haul. Felling Trailers has earned the confidence of customers throughout the U.S. and the world. With an expansive product line, we have a trailer to meet your hauling needs and stand the test of time. When you purchase a Felling trailer, you have access to an unsurpassed service network along with the Quality, Craftsmanship, and Pride that goes into every trailer we build. Felling Trailers stands behind every trailer manufactured with a Lifetime Limited Structural Warranty and a 3-Year Paint Warranty. At Felling Trailers, each trailer is manufactured above the industry standards to provide you with a trailer that will last for the long haul. -From routine trailer maintenance and service to trailer refurbishing, Felling Trailers has a dedicated staff of service professionals who can handle almost any job	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Felling Trailers solution would include the following sub categories: -Semi -Utility -Dump -Lowboy -Hydraulic Lift -Flatbed -Deck-Over -Drop-Deck -Tilt	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	Felling Trailers offers the following: -Semi -Utility -Dump -Lowboys -Tags -Hydraulic lift -Flatbeds -Deck overs -Drop-deck tilt -Rollbacks -Slide Axle -Gooseneck	*
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2023 Felling Sales Guide.pdf - Monday September 26, 2022 10:15:06
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 09:55:43
- [Marketing Plan/Samples](#) - Marketing Plans.zip - Tuesday September 20, 2022 14:38:56
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-WBE.zip - Tuesday September 20, 2022 12:35:59
- [Warranty Information](#) - Felling Trailers Limited Lifetime Warranty.pdf - Tuesday September 20, 2022 10:34:05
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday September 20, 2022 12:20:08
- [Upload Additional Document](#) - Miscellaneous.zip - Tuesday September 20, 2022 15:26:21

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Patrick Jennissen, V.P. Sales/Marketing, Felling Trailers, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Trailers Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Trailers Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Trailers Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Trailers Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Trailers Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1



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: 2/16/23

Bid/Contract/PO #: _____

Company Name: <u>Felling Trailers Inc.</u>	Company Contact: <u>Pat Jennissen</u>
Contact Phone: <u>320-352-5239</u>	Contact Email: <u>pat@felling.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Patrick Jennissen

Title

VP Sales

Date

2/23/16

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



Transportation Requisition under \$30,000

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

File #: 23-1047

Agenda Date: 3/7/2023

Agenda #: 6.B.



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #21-004-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$22,550.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$104,900.00
	CURRENT TERM TOTAL COST: \$29,900.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Standard Industrial & Automotive Equipment, Inc.	VENDOR #: 11781	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Frank Woitel	VENDOR CONTACT PHONE: 630-289-9500	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: frank@standardus.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-16	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Standard Industrial, to provide Rotary Automotive and Heavy Equipment Lift Certification, Preventative Maintenance, Parts and Repair Service, for a contract total not to exceed \$29,900.00, per low bid #21-004-DOT, this is the second of three renewals.

- Hourly Rate @ \$135/hr.
- Discount (-20%) off current list price and (0%) on all non-rotary parts price list.
- Proof of current list price must be provided with each invoice for all items ordered.
- Orders will be placed on an as-needed basis with items/service specified at the time orders are placed.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide the required certification, maintenance and repair service for the automotive lifts, located at the DOT 180 Fleet Garage and to ensure their proper, safe operation.

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

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Standard Industrial & Automotive Equipment, Inc.	Vendor#: 11781	Dept: Division of Transportation	Division: Accounts Payable
Attn: Frank Woitel	Email: frank@standardus.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 6211 Church Rd.	City: Hanover Park	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60133	State: IL	Zip: 60187
Phone: 630-289-9500	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Standard Industrial & Automotive Equipment, Inc.	Vendor#: 11781	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 6211 Church Rd.	City: Hanover Park	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60133	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Rotary Lift Repair Parts	FY23	1500	3520	52270		15,000.00	15,000.00
2	1	EA		Rotary Lift Repair Parts	FY24	1500	3520	52270		5,000.00	5,000.00
3	1	EA		Rotary Lift Repair Service/ Certification	FY23	1500	3520	53300		9,000.00	9,000.00
4	1	EA		Rotary Lift Repair Service/ Certification	FY24	1500	3520	53300		900.00	900.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 29,900.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Rotary Automotive and Heavy Equipment Lift Certification, Preventative Maintenance, Parts and Repair Service for 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: Frank Woitel, Mike Figuray and Bill Bell.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ROTARY AUTOMOTIVE AND HEAVY EQUIPMENT LIFT CERTIFICATION, PREVENTATIVE MAINTENANCE, PARTS AND REPAIR SERVICES
21-004-DOT



				STANDARD INDUSTRIAL & AUTOMOTIVE EQUIPMENT		P.R. STREICH AND SONS, INC.		RACK'M UP EQUIPMENT DIST.	
SECTION 1 - LABOR AND SERVICE RATES									
NO.	ITEM	UOM	EST. QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Hourly rate: Labor to diagnose and repair Rotary Lift Equipment During Normal Business Hours: Monday – Friday 7:00am – 2:00pm	HR	30	\$ 120.00	\$ 3,600.00	\$ 155.00	\$ 4,650.00	\$ 135.00	\$ 4,050.00
2	Perform Annual Certification Inspection – Rotary two (2) post, 12,000# capacity, model S12IN617	EA	4.00	\$ 100.00	\$ 400.00	\$ 155.00	\$ 620.00	\$ 175.00	\$ 700.00
3	Perform Annual Certification Inspection – Rotary two (2) post, 12,000# Capacity, model SP012N924	EA	1.00	\$ 100.00	\$ 100.00	\$ 155.00	\$ 155.00	\$ 175.00	\$ 175.00
4	Perform Annual Certification Inspection – Rotary Parallelogram Lift, Model 75/30F2TS, 75,000# Capacity	EA	6.00	\$ 200.00	\$ 1,200.00	\$ 155.00	\$ 930.00	\$ 350.00	\$ 2,100.00
5	Perform Annual Certification Inspection – 4 post 14,000 # Alignment Rack/Lift Wheeltronics Model 44214Q	EA	1.00	\$ 250.00	\$ 250.00	\$ 155.00	\$ 155.00	\$ 225.00	\$ 225.00
SECTION 2 - PARTS PRICING									
NO.	ITEM	VALUES OF PARTS		% OF ADJUSTMENT (-, +)	EXTENDED PRICE	% OF ADJUSTMENT (-, +)	EXTENDED PRICE	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
1	Rotary Manufacture's Cost Price List	\$15,000.00		-20%	\$ 12,000.00	-5%	\$ 14,250.00	0%	\$ 15,000.00
2	All Other Non-Rotary Parts Cost	\$5,000.00		0%	\$ 5,000.00	0%	\$ 5,000.00	0%	\$ 5,000.00
GRAND TOTAL					\$ 22,550.00		\$ 25,760.00		\$ 27,250.00

NOTES

Bid Opening 2/08/2021 2:00 PM	NE, VC
Invitations Sent	12
Total Vendors Requesting Documents	0
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

Section 1 – Labor and Service Rates

NO.	ITEM	UOM	EST. QTY	PRICE	EXTENDED PRICE
1	Hourly rate: Labor to diagnose and repair Rotary Lift Equipment During Normal Business Hours: Monday – Friday 6:00am – 2:30pm	HR	30	\$ 120 ⁰⁰	\$ 3600 ⁰⁰
2	Perform Annual Certification Inspection – Rotary two (2) post, 12,000# capacity, model S12IN617	EA	4	\$ 100 ⁰⁰	\$ 400
3	Perform Annual Certification Inspection – Rotary two (2) post, 12,000# Capacity, model SP012N924	EA	1	\$ 100 ⁰⁰	\$ 100
4	Perform Annual Certification Inspection – Rotary Parallelogram Lift, Model 75/30F2TS, 75,000# Capacity	EA	6	\$ 200 ⁰⁰	\$ 1200
5	Perform Annual Certification Inspection – 4 post 14,000 # Alignment Rack/Lift Wheeltronic Model 44214Q	EA	1	\$ 250 ⁰⁰	\$ 250
Total Section 1 – Labor and Service Rates					\$ 5,550 ⁰⁰

Section 2 – Parts Pricing

Contractor will provide either a FIRM mark up or discount to Rotary's Distributor Website list prices. All parts pricing is to be quoted, FOB, Freight Prepaid and Added to 180 N. County Farm Road.

NO.	ITEM	Values of Parts	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
1	Rotary Manufacture's Cost Price List	\$15,000.00	20 %	\$ 12,000 ⁰⁰
2	All Other Non-Rotary Parts Cost	\$5,000.00	0 %	\$ 5,000
Total Section 2 – Parts Pricing				\$ 17,000 ⁰⁰

Total Section 1 – Labor and Service Rates	\$ 5,550 ⁰⁰
Total Section 2 – Parts Pricing	\$ 17,000 ⁰⁰
GRAND TOTAL	\$ 22,550 ⁰⁰

SECTION 9 - MANDATORY FORM
ROTARY AUTOMOTIVE AND HEAVY EQUIPMENT LIFT CERTIFICATION, PREVENTATIVE MAINTENANCE, PARTS
AND REPAIR SERVICES

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Standard Industrial		
Main Business Address	& Automotive Equipment, Inc.		
City, State, Zip Code	6211 Church Rd.		
Telephone Number	630-259-9500	Email Address	Frank@standardus.com
Bid Contact Person	Hanover Park, IL 60133		
	Frank Woitel		

The undersigned certifies that he is:

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

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

Frank Woitel
 (President or Partner)
Frank Woitel
 (Secretary or Partner)

John Woitel
 (Vice-President or Partner)
John Woitel
 (Treasurer or Partner)

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Frank Wajitel	NAME	Standard Industrial
CONTACT	President	CONTACT	Darshak Shah
ADDRESS	6211 Church Rd.	ADDRESS	6211 Church Rd.
CITY ST ZIP	Hanover Park, IL 60133	CITY ST ZIP	Hanover Park, IL 60133
TX	630-289-9500	TX	630-289-9500
FX	630-289-9507	FX	630-289-9507
EMAIL	info@standardus.com	EMAIL	info@standardus.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900		DuPage County Division of Transportation Attn: Joseph Bechtold 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: joseph.bechtold@dupageco.org	

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

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.

I acknowledge the receipt of the following addenda.

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

Signature on File

X_____

(Signature and Title)

CORPORATE SEAL
(If available)

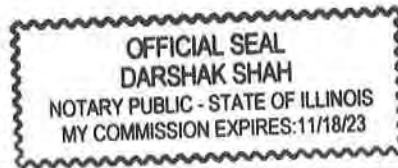
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 5th day of Febr. AD, 2021

Signature on File

(Notary Public)

My Commission Expires: 11-18-23



SEAL



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 Standard Industrial & Automotive Equipment, located at 6211 Church Road, Hanover Park, IL 60133 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-004-DOT which became effective on 04/01/2022 and which will expire 03/31/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 03/31/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract, including a one-time price labor fee adjustment as per the attached quote.

CONTRACTOR
Signature on File

THE COUNTY OF DUPAGE

SIGNATURE

Frank White

PRINTED NAME

President

PRINTED TITLE

2/16/23

DATE

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

Standard Industrial & Automotive Equipment, Inc.

6211 Church Rd.

Hanover Park, IL 60133

630-289-9500 /1-888-350-7500

www.standardus.com

To: DuPage County Highway Dept

RE: 2023 Wage Increase

To Whom It May Concern;

Unfortunately, due to inflationary pressures and annual increases in the Illinois
Prevailing Wage, we find it necessary to increase the hourly labor costs to \$135.00/hr.

Best Regards: 

Signature on File

Frank Voitel

President



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: 2/16/2023

Bid/Contract/PO #: 21-004-DOT

Company Name: Standard Industrial & Automotive Equipment, Inc.	Company Contact: Frank Woitel
Contact Phone: 630-289-9500	Contact Email: service@standardus.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Frank Woitel

Title

President

Date

2/16/2023

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



Transportation Resolution

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

File #: DT-R-0055-23

Agenda Date: 3/7/2023

Agenda #: 7.A.

AWARDING RESOLUTION
TO A LAMP CONCRETE CONTRACTORS, INC.
CH3 WARRENVILLE ROAD SIDEWALK
SECTION 20-SDWLK-05-SW
(COUNTY COST: \$309,141.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the CH3 Warrenville Road Sidewalk, Section 20-SDWLK-05-SW, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

<u>NAME</u>	<u>BID AMOUNT</u>
A Lamp Concrete Contractors, Inc.	\$309,141.00
Alliance Contractors, Inc.	\$339,304.20
Martam Construction, Inc.	\$373,084.00
MYS Incorporated	\$380,664.08
Areatha Construction Company, Inc.	\$389,847.63
Landmark Contractors, Inc.	\$393,636.35
Copenhaver Construction Company, Inc.	\$450,424.90

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to A Lamp Concrete Contractors, Inc. for their submission of the lowest, most responsible bid in the amount of \$309,141.00.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to A Lamp Concrete Contractors, Inc., 1900 Wright Boulevard, Schaumburg, Illinois 60193 for their bid of \$309,141.00; and

BE IT FURTHER RESOLVED that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with A Lamp Concrete Contractors, Inc.

Enacted and approved this 14th day of March, 2023 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

DT-R- -23

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

02/28/2023

DATE

PL		COMPANY		VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
				11474		6/30/2025		11/30/2025		Wheaton, IL	
FY-ACCT UNIT-ACCT CODE-ACT CODE				QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT		UNIT PRICE	EXTENSION	
FY23-1500-3500-54050-WRNVLRD_SDWLK-54050						Sidewalk Improvements CH 3/Warrenville Road from I-88 Bridge to				309,141.00	
							IL Route 53				
							Section 20-SDWLK-05-SW				
										TOTAL	\$309,141.00

VENDOR

A Lamp Concrete Contractors, Inc. 1900 Wright Boulevard, Schaumburg, IL 60193

COMMITTEE APPROVAL

DATE

Transportation

03/07/23

County Board

03/14/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-A LAMP CONCRETE 20-SDWLK-05-SW *****

Signature on File 3/1/2023
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: 2/28/2023

Bid/Contract/PO #: 20-SDWLK-05-SW

Company Name: <u>A Lamp Concrete Contractors, Inc</u>	Company Contact: <u>Jeff Moyer</u>
Contact Phone: <u>847-891-6000</u>	Contact Email: <u>jmoayer@alampconcrete.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Tiziana Lampignano

Title President

Date February 28, 2023

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



Transportation Ordinance

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

File #: DT-O-0048-23

Agenda Date: 3/7/2023

Agenda #: 8.A.

HIGHWAY AUTHORITY BENEFITS AGREEMENT CH 9/LEMONT ROAD & CH33/75TH STREET

WHEREAS, True North Energy, LLC is the former owner of 7500 S. Lemont Road, Woodridge, Illinois (hereinafter referred to as SITE); and

WHEREAS, it has been determined that a portion of the soils and groundwater within the right-of-way owned by the County of DuPage (hereinafter referred to as COUNTY) along CH 9/Lemont Road and CH33/75th Street adjacent to the SITE is or may become contaminated; and

WHEREAS, True North Energy, LLC agrees in the Highway Authority Benefits Agreement (hereinafter referred to as AGREEMENT) that is attached hereto and incorporated herein by reference, to perform or pay for the removal of the contaminated soils or groundwater from the COUNTY right-of-way, should the COUNTY need to manage, remove or remediate the right-of-way area for purpose of work occurring within it; and

WHEREAS, the COUNTY agrees to limit access to soils and groundwater exceeding Tier 1 residential remediation objectives in its right-of-way adjacent to the SITE to be done by COUNTY permit with specific language on such permit as required by 35 IAC 742 Appendix D; and

WHEREAS, the AGREEMENT also provides for True North Energy, LLC to reimburse the COUNTY for fees and costs incurred by the COUNTY and billed to the APPLICANT on March 2, 2016, in the amount of \$143,792.00.

WHEREAS, by entering into the AGREEMENT, the COUNTY postpones disruption to traffic associated with the removal of the contaminated materials, until such time as work is to be performed on the right-of-way that requires the management, removal or remediation of the contaminated materials; and

WHEREAS, the COUNTY by virtue of its powers set forth in 55 ILCS 5/5-1005 and 35 Ill. Adm. Code 742.1020, is authorized to enter into said AGREEMENT; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County that the Clerk and Chair of said Board be and are hereby directed and authorized to execute said AGREEMENT and all exhibits to said AGREEMENT and any other documents related to said AGREEMENT with True North Energy, LLC; and

BE IT FURTHER RESOLVED that one copy of this ordinance and a duplicate original of the AGREEMENT be sent to True North Energy, LLC, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this _____ day of February, 2023 by and between DuPage County, Illinois (County) and **True North Energy, LLC** (Applicant), a Delaware limited liability company, registered to do business in Illinois, as the former owner of the property and the owner and operator of the former underground storage tanks at the property located at **7500 S. Lemont Road, Woodridge, Illinois** (intersection of CH 9/Lemont Road and CH 33/75th Street) in the County of DuPage, Illinois (County) as follows:

1. Definitions:

- a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as **Exhibits A and A-1 through A-6**.
- b. "Contaminants," whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the release as determined by the Illinois Administrative Code): Benzene, Toluene, Ethylbenzene, and Total Xylenes (collectively "BTEX"); Methyl Tertiary Butyl Ether (MTBE). Soil is uncontaminated and, therefore not subject to Paragraph 4.e., only to the extent it is "uncontaminated soil" pursuant to 35 IAC 1100.605 ("Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils").
- c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.
- d. "Effective Date" means the date on which the County Board Chair, pursuant to Ordinance of the County Board, executes this Agreement.
- e. "IAC" means Illinois Administrative Code.
- f. "IEPA" or "Agency" means Illinois Environmental Protection Agency.
- g. "IPCB" means Illinois Pollution Control Board.
- h. "Remediation," whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of

Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site-specific standards, pursuant to 35 IAC 742 as approved by IEPA; and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier 1 residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those Contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.

i. "ROW" means the right-of-way owned by the County at the location depicted in **Exhibit A-1** attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on **Exhibit A-1**). Only the ROW is subject to this Agreement. The Exhibits to this Agreement, including but not limited to **Exhibit A-1**, are not surveyed plats and are an approximation of the actual property lines of the ROW encompassed under this Agreement; and, as such, boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.

j. "Site" means the property with the street address and legal description as depicted on **Exhibit B** to this Agreement, and is the property on which the USTs /were formerly located. The Site was formerly owned and operated as a gasoline station by the Applicant. The Site was sold by Applicant on or around November 17, 2021, and is currently owned by person(s) other than and with no legal interest in the Applicant.

k. "UST" means underground storage tank.

l. "Work" means construction, reconstruction, improvement, repair, grading, excavation, demolition, maintenance and/or operation of, in, under, or on the ROW.

2. Applicant's Stipulations:

a. Applicant is remediating the Site through the Illinois Environmental Protection Agency's Leaking Underground Storage Tank (LUST) program, pursuant to Section 35 IAC 731,732, 734 or 742, as applicable.

b. Applicant is the former owner and operator of three 10,000-gallon USTs for unleaded gasoline, having been removed from the Site in September, 2021 under OSFM Permit 00972-2021 REM. Applicant has no knowledge of

additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.

- c. The map and table, prepared by the Applicant and attached to this Agreement as **Exhibits A-4 and A-6**, show the Applicant's maximum estimated area of Contaminant impacted soils within the area of the Site and ROW at the time of the sampling identified in **Exhibit A-6**, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the map and table are those areas or samples that exceed the referenced Tier 1 standards.
- d. The map and table, prepared by the Applicant and attached to this Agreement as **Exhibits A-5 and A-6**, show the Applicant's maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW at the time of the sampling identified in **Exhibit A-6**, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code. Part 742). Highlighted in bold font on **Exhibit A-6** are samples that exceed the referenced Tier 1 standards.
- e. Attached as **Exhibits A-2 and A-3** to this Agreement, are maps prepared by the Applicant, showing the Applicant's predicted aerial extent of the Contamination, exceeding IPCB Tier 1 residential standards for soil and groundwater, respectively, at the Site and in the ROW at the time of this Agreement. The Applicant believes that **Exhibits A-2 and A-3** show the predicted impact by Contaminants released from the Site. **Exhibits A-2 through A-5** are intended to represent, on an aerial basis, only those portions of the Site and ROW that have, or are predicted by the Applicant to have, Contamination of groundwater and/or soil on, in or under it. As of the Effective Date of this Agreement, the Applicant has not yet submitted its Corrective Action Completion Report to IEPA. The Applicant agrees that if the estimated areas or predicted aerial extents of Contaminant-impacted soil or groundwater exceeding IPCB Tier 1 residential standards increase beyond the boundaries shown on the attached **Exhibits A-2 through A-5**, then the Applicant shall promptly seek an amendment of this Agreement to reflect the extended limits or boundaries of estimated areas or predicted aerial extents of Contamination, as applicable. This includes, but is not limited to, Exhibit E (an Exhibit not currently included in this Agreement providing for a potable well protection plan), if the changed extent of Contamination is within 200 feet of a potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h, 4.i, or 4.k of this Agreement if it has not sought amendment from the County of this Agreement with the expanded extent of Contamination, as described above. For purposes of utilizing **Exhibits A-2 through A-5** with Paragraph 4.i, the area included in the rebuttable presumption is the greater of the Contaminated plume areas identified on **Exhibits A-2 through A-5**, or within the maximum feet measurable from a sampling point to "uncontaminated soil" pursuant to 35 IAC 1100.605, as measured from any of the sampling points on the Exhibits.

f. The Illinois Emergency Management Agency has assigned incident numbers 20030287 and 20210782 to the releases at the Site.

g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site-specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.

h. The Applicant hereby represents and warrants that it is a valid and existing Delaware limited liability company and is registered to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as **Exhibit G** is a document titled "Unanimous Action Of the Members Without A Meeting" provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

3. County's Stipulations:

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.

b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

4. The County and Applicant, jointly stipulate and agree as follows:

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as **Exhibit A**. If the Highway Authority Agreement attached as **Exhibit A** is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County's breach of any obligation under the Highway Authority Agreement.

b. The Applicant intends to submit the Highway Authority Agreement (**Exhibit A**) to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA's "No Further Remediation Letter,"

should one be issued. The Applicant will request that the IEPA reference this Agreement in IEPA's "No Further Remediation Letter," should one be issued.

c. This Agreement and the Highway Authority Agreement attached as **Exhibit A** shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chair of the County Board with an ordinance approving the execution of such agreements.

d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.ii, should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. The Applicant's obligations to the County under this Agreement, including but not limited to the Applicant's obligation to reimburse and indemnify the County, however, remain unchanged.

e. Obligations Related to Contamination or Work in the ROW:

- i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirty-days of the Applicant's receipt of the County's request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.
- ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with; or, for purposes of the Work, need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW; or, need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, 100%) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount and access to the invoices. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but

not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant remains subject to the County's laws, rules or ordinances and is required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days of the date of notice, then the County and the Applicant agree that the County will manage the work related to the Contaminated soils and/or groundwater and the Applicant will reimburse the County for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County has no notice obligation to the Applicant. The Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.

- iii. Within sixty (60) days of the Effective Date, the Applicant shall deliver to the County a payment bond, in substantially the form and in the exact dollar amount as stated in **Exhibit C**, for use by the County in the event the Applicant fails to make any payments to the County as required by Paragraph 4. If the Applicant already has an existing payment bond in substantially the form of **Exhibit C** with the County, the Applicant may add the amount of the requirement in this Agreement to the existing payment bond, at its option.

Before seeking reimbursement under **Exhibit C**, the County shall give the Applicant written notice (in addition to the notice

referenced in Paragraph 4.e.ii.) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of this written notice. Any failure of the County to include documentation or access to documentation with respect to any notice under this Agreement does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under that portion of the payment bond where the payment has been disputed in writing by the Applicant, until such dispute is resolved.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.

- iv. In further consideration for and assurance of performance of this Agreement, the Applicant agrees to the additional provisions contained in **Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, B, C, G, and H, which** Exhibits are repeated and incorporated herein.

f. Defense and Indemnity:

- i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives' or the Applicant's execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as

contemplated herein and pay all fees, costs, damages and other expenses arising therefrom; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative's willful and wanton acts. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent. Should the this global defense and indemnity be determined by a court to be invalid, then the invalid portion shall be severed from the valid obligations under this Paragraph, which should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. Paragraph 4.f. survives expiration or termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.

- ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, (55 ILCS 5/3-9005), any attorney representing the County under this Paragraph is to be appointed by the State's Attorney. The County's participation in its defense shall not remove the Applicant's duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed by law, in the County's sole discretion.

iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.

iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County's independent contractors as either an "agent" or "representative," but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.

g. This Agreement does not limit the County's ability to Work at, in, under, on, though, or near a ROW, roadway or highway, or the County's property; or, to allow others to use or Work on the ROW, roadway or highway, or the County's property. To that extent, the County reserves the right and the right of those using its property under permit, to remove Contaminated soil or groundwater above Tier 1 residential remediation objectives from the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.

h. Failure of the County to give any notice to the Applicant pursuant to this Agreement is not a violation or breach of this Agreement. However, if the Applicant is not given the one-hundred and twenty (120) day notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of \$236,500. Any failure of the County to include documentation or access to documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph or Paragraph 4.k.

i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant's or any of its predecessor's or related corporate entities' use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned and operated by the Applicant or its predecessors or related corporate entities' use. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than those related to the IEMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant's or its predecessors or related corporate entities' use, operation, or ownership of the Site or USTs, if:

i. identification of the Applicant's asserted "clearly identifiable" Contamination in an area other than those described in the aerial

extents of Contamination and tables attached as **Exhibits A-2 through A-6**; and

- ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant **on Exhibits A-2 through A-6**. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County's expense; and
 - iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the one-hundred and twenty (120) day notice pursuant to Paragraph 4.e.ii. is sent to the Applicant. If the Applicant receives notice from the County pursuant to Paragraph 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to Paragraph 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.
- j. Written notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by facsimile, overnight delivery (with signature release), or Certified Mail, return receipt requested:

For the County: DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer

and

DuPage County State's Attorney's Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attn: Civil Division

For the Applicant: David P. Nye
True North Energy, LLC
10346 Brecksville Road
Brecksville, OH 44141
dnye@truenorth.org

k. In the event the County breaches this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), the Applicant's sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), is limited to an aggregate, lifetime maximum of ten thousand dollars (\$10,000.00). No other claim or allegation of a breach of this Agreement or its Exhibits is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County's independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement, any Exhibit to this Agreement, or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

l. The Applicant shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to soil or groundwater in the ROW where the subject Highway Authority Agreement (**Exhibit A**) is in effect. To the fullest extent permitted by law and as provided in this Agreement, Applicant assumes all risk arising out of access or use of the ROW, including but not limited to any Work performed by Applicant, its employees, contractors, subcontractors of all tiers, representatives, agents, anyone directly or indirectly employed by any of them, any person or entity acting on behalf of any of them, anyone for whose acts or omissions any of them may be liable.

m. Subject to Paragraph 4.q., should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement, additionally, inure to the County's successor. In addition, the Applicant's sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraphs 4.k., may be pursued by the Applicant against the County's successor in interest, without any increase of the aggregate, lifetime maximum of Ten-Thousand Dollars (\$10,000) of Paragraph 4.k. (as it applies to the County and any successor collectively), unless such successor is the State of Illinois or any Illinois State agency, in which case the Applicant has no cause of action under this Agreement. The Applicant shall be responsible for notifying the IEPA of any transfer of jurisdiction of the ROW. The County will notify the Applicant of such a transfer, however, the County's failure to notify the Applicant is not a breach of this Agreement and does not entitle the Applicant to damages.

n. This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing, separately, the County and the Applicant, in recognition of laws passed by the General Assembly and

regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.

o. This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.

p. The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County's determination, that is of a financially stable going concern. If the Applicant requests the County's consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County's ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.

- i.** The name of the proposed assignee;
- ii.** The terms of the proposed assignment;
- iii.** The nature of business of the proposed assignee; and
- iv.** Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County's successors' execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily

responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.

q. Any successors and assigns of either party to this Agreement must execute a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742 in order to obtain the benefit of this Agreement. However, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant) on this Agreement, they jointly and severally oblige themselves to provide the benefits of this Agreement to the ROW owner.

r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof, except, this Agreement does not interfere with IEPA's rights as respects the Highway Authority Agreement attached as **Exhibit A**.

s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant's obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.

u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.

v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or predecessors or related entities are responsible under this Agreement or otherwise, in the County's ROW.

w. Applicant acknowledges and agrees to reimburse the County, contemporaneously with presenting the County with the executed original of this Agreement, \$143,792.00 in fees or costs incurred by the County pursuant and billed to the Applicant on March 2, 2016.

DATED this 21ST day of February, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

DUPAGE COUNTY, ILLINOIS,

By: _____
Board Chair

Attest: _____
(Signature)

Printed Name: _____

**APPLICANT,
TRUE NORTH ENERGY, LLC**

By: **Signature on File**

Its: President/CEO
(Title)

Printed Name: MARK E. LYDEN

Subscribed and sworn before me this
21ST day of FEBRUARY, 2023.

Signature on File



DIANE M. LONG
Notary Public, State of Ohio
My Commission Expires: March 31, 2025

EXHIBIT LIST

- Exhibit A: Highway Authority Agreement.
- Exhibit A-1: ROW Drawing.
- Exhibit A-2: Applicant's predicted maximum estimated area of Contaminant impacted soils within the Site and ROW.
- Exhibit A-3: Applicant's predicted maximum estimated area of Contaminant impacted groundwater within the Site and ROW.
- Exhibit A-4: Applicant's maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling.
- Exhibit A-5: Applicant's map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling.
- Exhibit A-6: Tables identifying sampling and exceedances of Tier I remediation objectives.
- Exhibit B: Site Location Map and Legal Description
- Exhibit C: Highway Authority Benefits Agreement Bond
- Exhibit D: Exhibit D is intentionally excluded from this Agreement.
- Exhibit E: Exhibit E is intentionally excluded from this Agreement.
- Exhibit F: Exhibit F is intentionally excluded from this Agreement.
- Exhibit G: Applicant's Authorization to Sign this Agreement titled ""Unanimous Action Of the Members Without A Meeting"
- Exhibit H: HAA Application

EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of February, 2023 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) **True North Energy, LLC** ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, **True North Energy, LLC** is the owner or operator of one or more leaking underground storage tanks presently or formerly located at **7500 S. Lemont Road, Willowbrook, Illinois** ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20030287 and 20210782 to the Release(s).
3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit A-6 is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit A-6 are identified on the map(s) in Exhibit A-2 through A-5.
5. Attached as Exhibit A-1 is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.

7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation
Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator:

David P. Nye
True North Energy, LLC
10346 Brecksville Road
Brecksville, OH 44141
dnye@truenorth.org

Highway Authority:

DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer

and

DuPage County State's Attorney's Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attention: Civil Division

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

DuPage County, Illinois	True North Energy, LLC
Date:	Date: 2-21-23
By:	By Signature on File
Its:	Its: President/CEO

EXHIBIT A -1: RIGHT-OF-WAY DRAWING

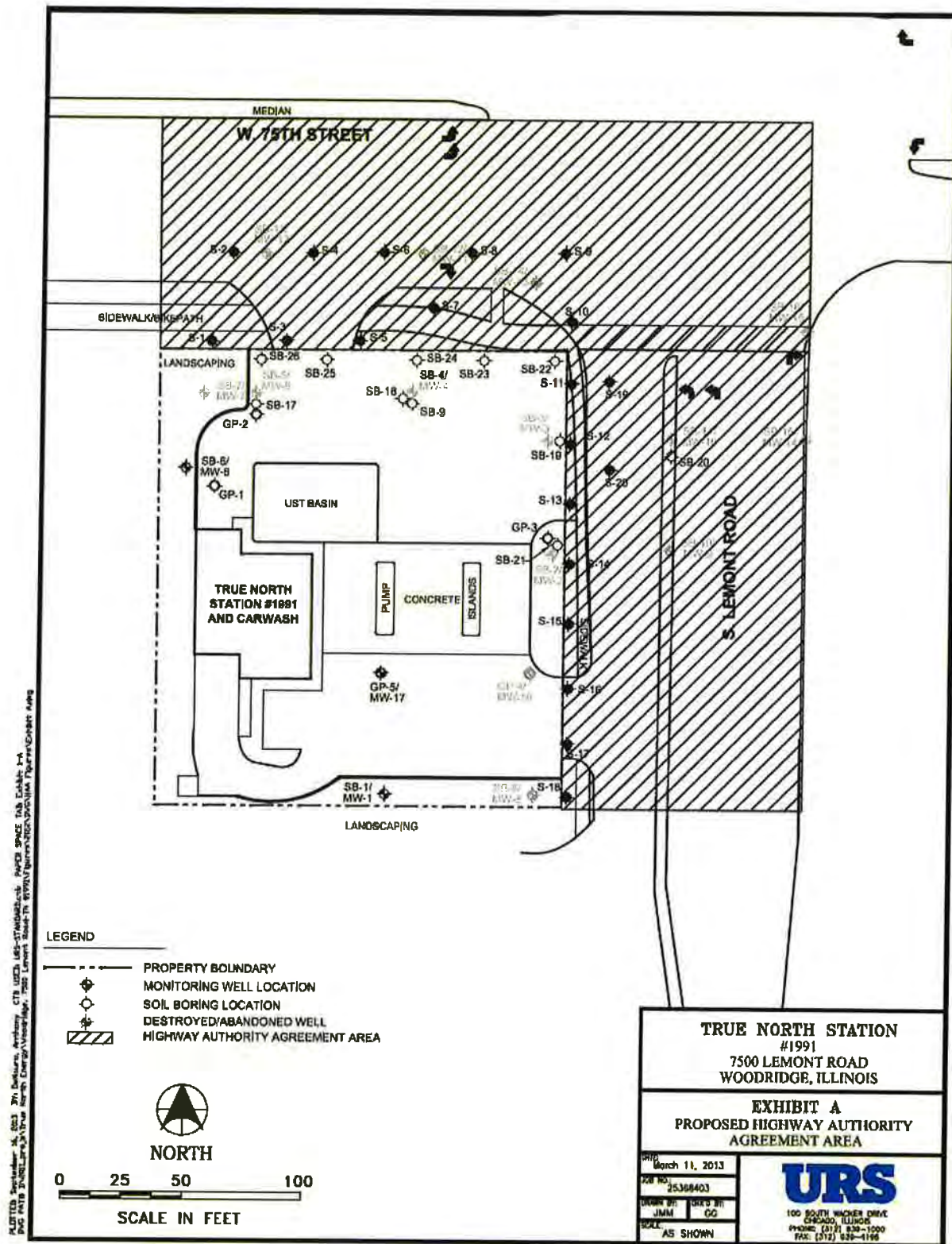
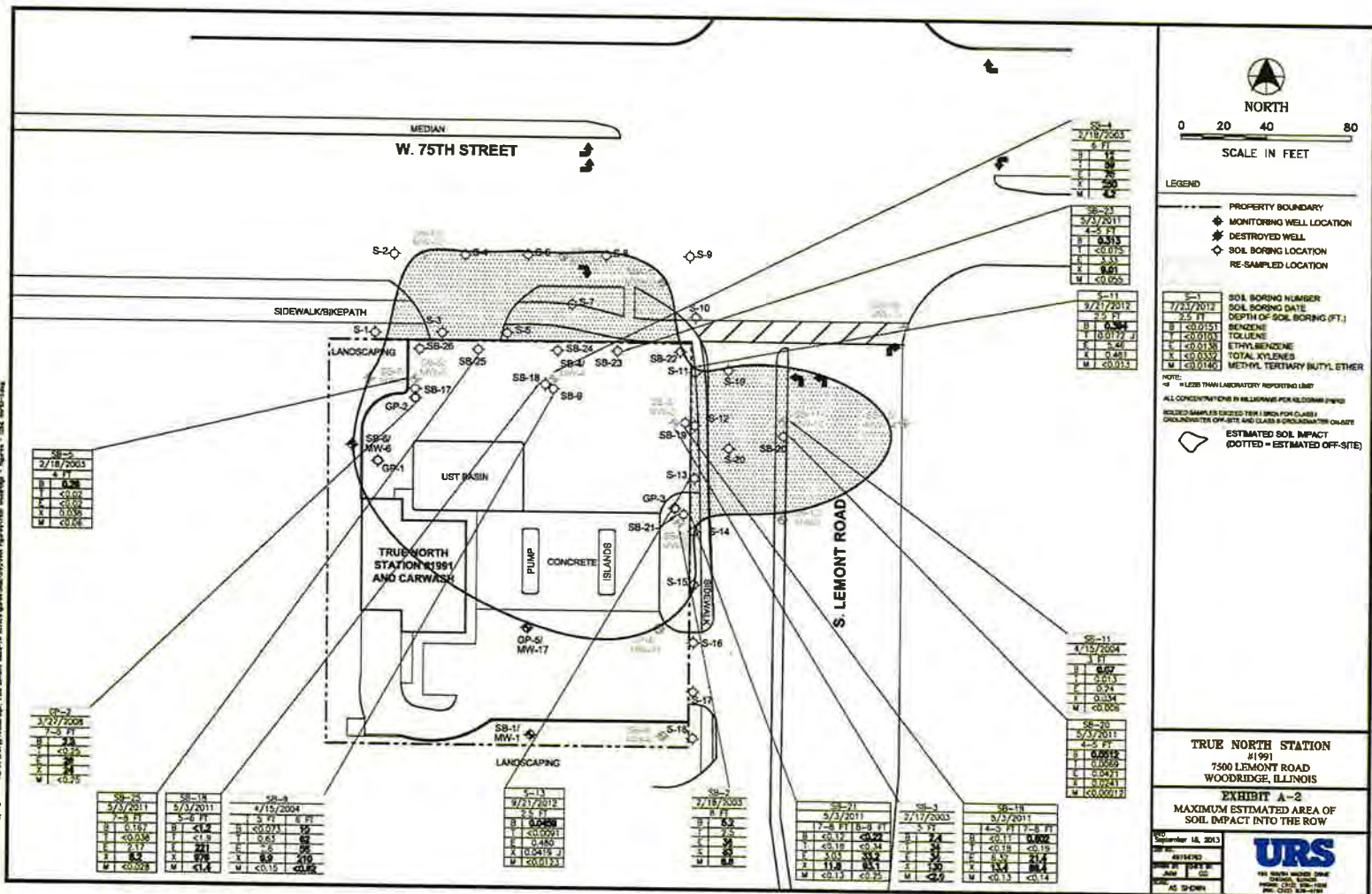


EXHIBIT A-2: APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA OF CONTAMINANT IMPACTED SOILS WITHIN THE SITE AND ROW



**EXHIBIT A-3: APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA
OF CONTAMINANT IMPACTED GROUNDWATER WITHIN THE SITE AND
ROW**

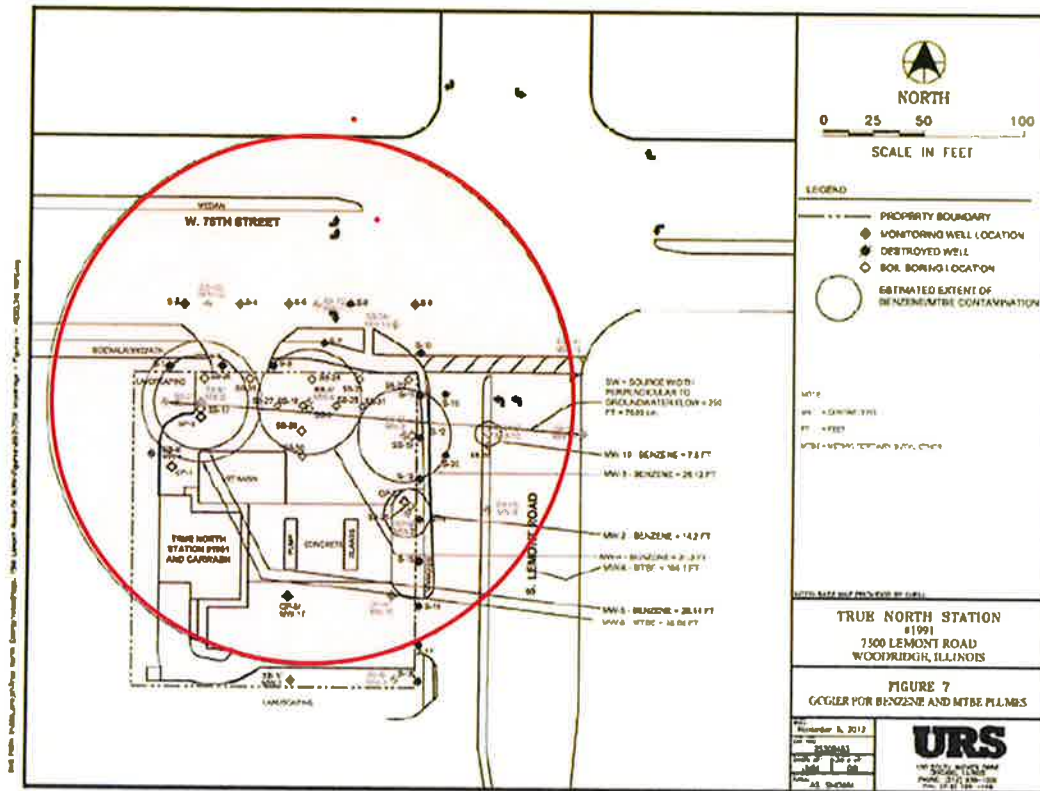
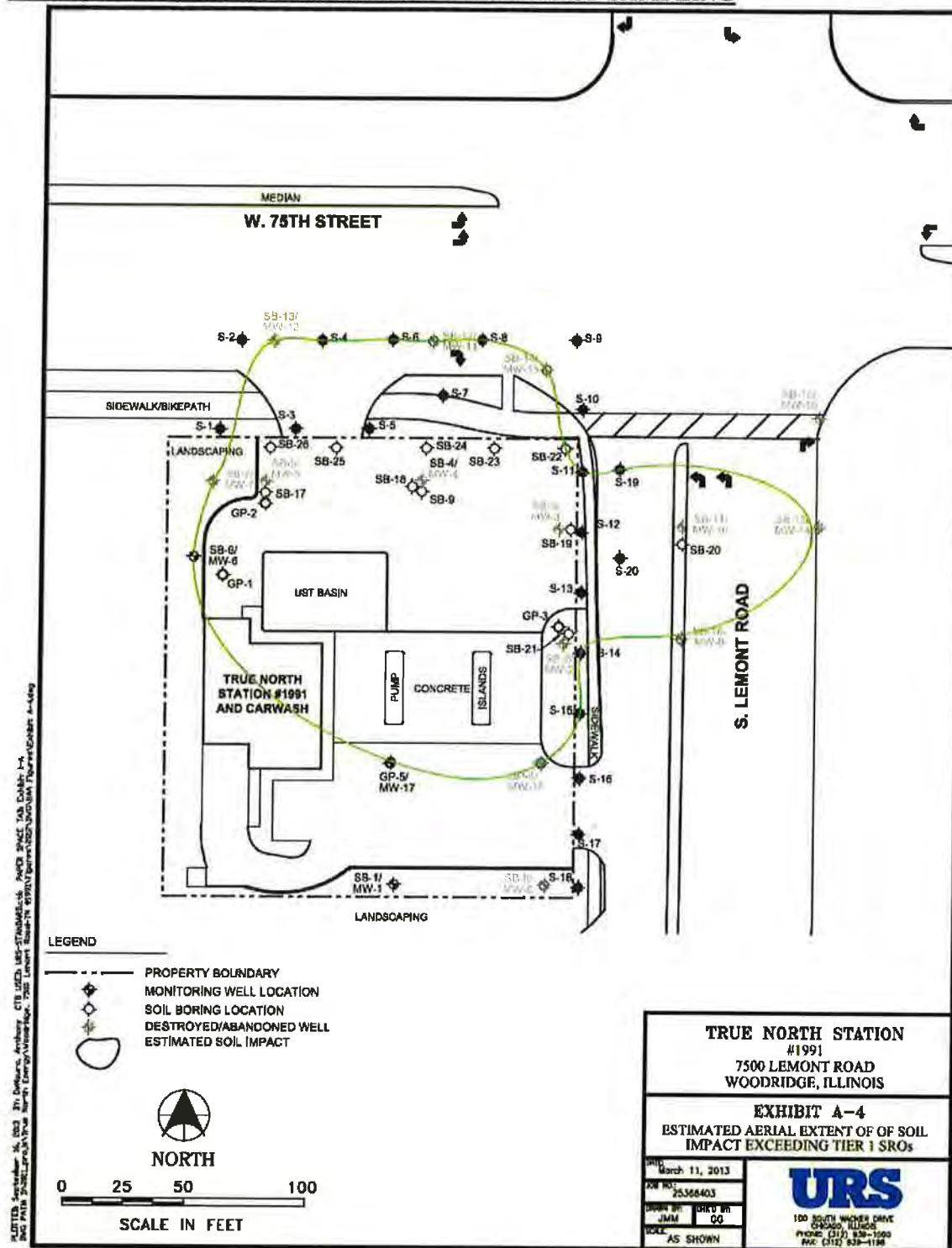
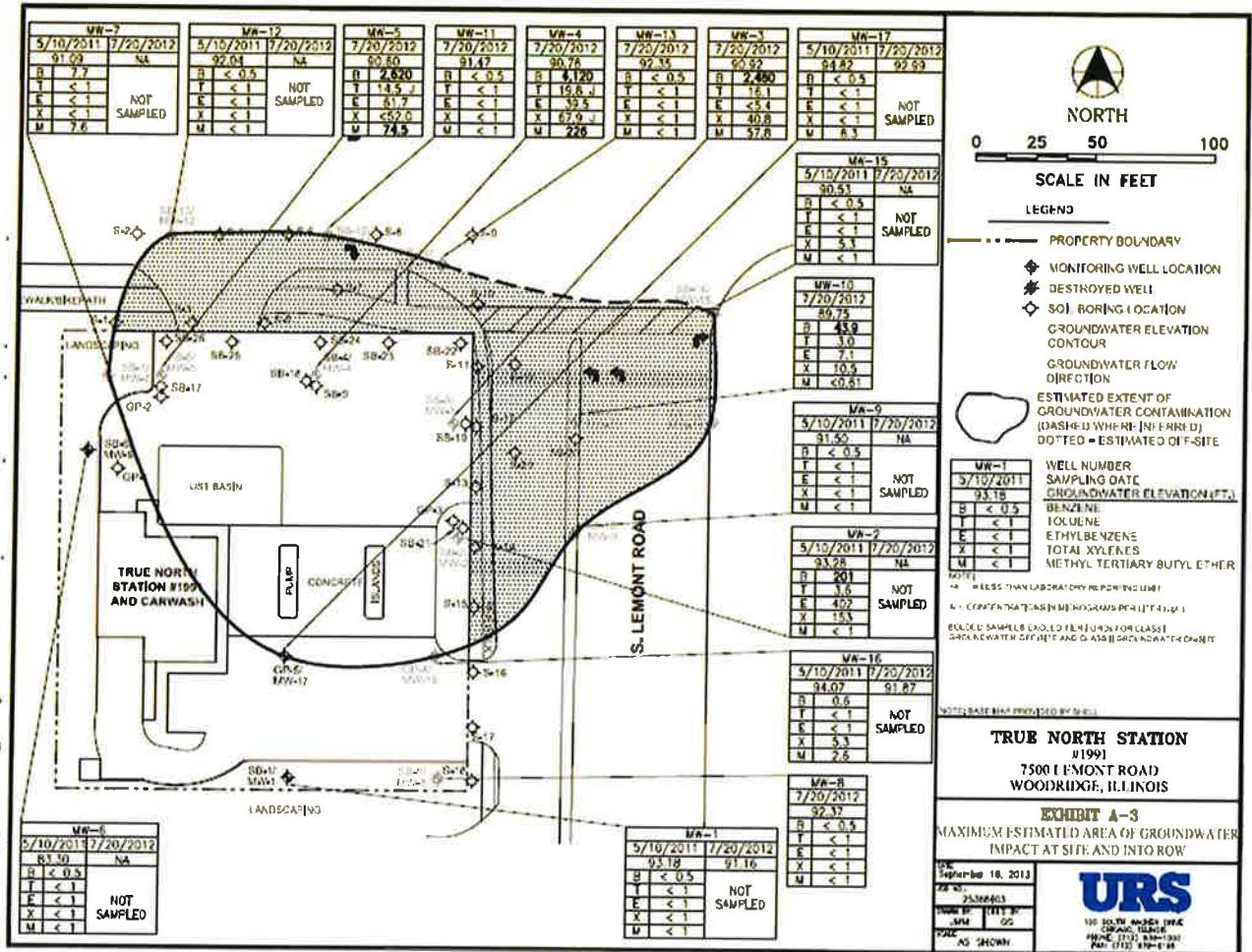


EXHIBIT A-4: APPLICANT'S MAPS SHOWING THE ESTIMATED AERIAL EXTENT OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS FOR SOIL AT THE SITE AND ROW AT THE TIME OF SAMPLING



**EXHIBIT A-5: APPLICANT'S MAP SHOWING THE ESTIMATED AERIAL EXTENT
OF THE CONTAMINATION, EXCEEDING IPCB TIER 1 RESIDENTIAL STANDARDS
FOR GROUNDWATER AT THE SITE AND IN THE ROW AT THE TIME OF THE
SAMPLING**



**EXHIBIT A-6: TABLES IDENTIFYING SAMPLING AND EXCEEDENCES OF
IPCB TIER I REMEDIATION OBJECTIVES (7 pages)**

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000	780
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.9	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.8	140
Inhalation - Csat			800	580	350	280	8,400
Soil Component of Groundwater - Class II			0.17	29	19	150	0.32
Soil Component of Groundwater - Class I			0.03	12	13	150	0.32
Soil Component of Groundwater - Csat			580	290	150	110	11,000
Sample ID	Sample Date	Depth (feet)					
SB-1	2/17/2003	5	<0.002	0.002	<0.002	<0.002	<0.004
SB-2 (re-sampled by SB-21)	2/18/2003	8	6.2	2.5	34	83	6.8
SB-3 (re-sampled by SB-19)	2/17/2003	5	2.4	34	34	130	<2.9
SB-4 (over-excavated)	2/18/2003	6	12	89	70	250	4.2
SB-5	2/18/2003	4	0.26	<0.02	<0.02	0.038	<0.06
SB-6	2/18/2003	6	<0.002	0.002	<0.002	0.002	<0.004
SB-7	4/15/2004	4	0.007	0.008	<0.005	<0.005	<0.005
SB-8	4/15/2004	2	<0.007	<0.007	<0.007	<0.007	<0.007
	4/15/2004	4	<0.006	<0.006	<0.006	<0.006	<0.006
	4/15/2004	6	0.006	0.009	<0.006	<0.006	<0.006
SB-9 (over-excavated)	4/15/2004	6	<0.073	0.63	2.6	9.8	<0.16
	4/15/2004	6	10	62	56	210	<0.62
SB-10	4/15/2004	3	<0.006	<0.006	<0.006	<0.006	<0.006
SB-11	4/15/2004	3	0.87	0.013	0.24	0.034	<0.006
SB-12	4/16/2004	3	<0.006	0.006	<0.006	<0.006	<0.006
SB-13	4/16/2004	4	0.009	0.012	<0.006	<0.006	<0.006
SB-14	4/16/2004	3	<0.005	<0.005	<0.005	<0.005	<0.005
SB-15	11/24/2004	8	0.00074	<0.0013	<0.0013	<0.0013	<0.0013
SB-16	11/24/2004	8	0.00098	<0.0013	<0.0013	<0.0013	<0.0013
GP-1	3/27/2008	6-7	<0.0048	0.0072	<0.0048	<0.0048	<0.0048
GP-2 (re-sampled by SB-17)	3/27/2008	7-8	2.8	<0.250	26	24	<0.250
GP-3	3/27/2008	4-5	0.05	<0.0055	0.18	0.397	<0.0055
GP-4	3/27/2008	5-6	<0.0049	0.0079	0.018	0.014	<0.0049
GP-5	3/27/2008	2-3	<0.006	<0.006	0.032	<0.006	<0.006
SB-17	5/3/2011	7-8	0.0191	0.0022	0.0044	0.003	<0.00011
SB-18 (over-excavated)	5/3/2011	5-6	<1.2	<1.0	221	978	<1.4
SB-19	5/3/2011	4-5	<0.11	<0.18	6.32	13.4	<0.13
	5/3/2011	7-8	0.602	<0.19	21.4	86.4	<0.14
SB-20	5/3/2011	4-5	0.0512	0.0069	0.0421	0.0241	<0.00012
SB-21	5/3/2011	7-8	<0.12	<0.18	3.03	11.8	<0.13
	5/3/2011	8-9	<0.22	<0.34	33.2	93.1	<0.25
SB-22	5/3/2011	5-6	<0.021	<0.033	2.22	0.819	<0.025
SB-23	5/3/2011	4-5	0.313	<0.075	3.33	9.01	<0.055
SB-24	5/3/2011	5-6	0.0570	0.0017	0.0843	0.0100	<0.00012
SB-25	5/3/2011	7-8	0.187	<0.038	2.17	8.2	<0.028
SB-26	5/3/2011	5-6	0.0029	0.0039	0.0043	0.0051	<0.00011
SB-27	10/31/2013	5-6	0.00009 J	<0.00072	<0.00081	0.0048 J	<0.00027
SB-28 (overexcavated)	10/31/2013	5-6	8.4	8.21	32.4	166	<0.0072
SB-29 (overexcavated)	10/31/2013	4-5	8.49	4.04	67.9	164	<0.264
SB-30	10/31/2013	4-5	3.35	5.35	24.5	79.7	<0.115
SB-31 (overexcavated)	10/31/2013	4-5	5.16	0.303 J	30.4	72.8	<0.120

Tier 1 Soil Remediation Objectives			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylenes (mg/kg)	MTBE (mg/kg)
Ingestion - Residential			12	16,000	7,800	16,000	780
Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
Inhalation - Csat			800	580	350	280	8,400
Soil Component of Groundwater - Class II			0.17	29	19	150	0.32
Soil Component of Groundwater - Class I			0.03	12	13	150	0.32
Soil Component of Groundwater - Csat			580	290	150	110	11,000
Sample ID	Sample Date	Depth (feet)					
ROAD WIDENING PROJECT							
S-1	7/23/2012	2.5	<0.0161	<0.0103	<0.0138	<0.0332	<0.0140
S-2	7/23/2012	2.5	<0.0174	0.0913	<0.0158	<0.0382	<0.0161
S-3	7/23/2012	2.5	<0.0147	<0.0101	<0.0134	<0.0323	<0.0138
S-4	7/23/2012	2.5	<0.0148	<0.0101	<0.0135	<0.0325	<0.0137
S-5	7/25/2012	2.5	<0.0148	<0.0101	<0.0135	<0.0325	<0.0137
S-6	8/1/2012	2.5	<0.0116	<0.008	<0.0106	<0.0256	<0.0108
S-7	8/1/2012	2.5	<0.0146	<0.010	<0.0133	<0.0321	<0.0135
S-8	8/2/2012	2.5	<0.0144	<0.0099	<0.0131	<0.0317	<0.0134
S-9	8/2/2012	2.5	<0.0141	<0.0097	<0.0129	<0.0311	<0.0131
S-10	8/2/2012	2.5	<0.0131	<0.0090	<0.0120	<0.0289	<0.0122
S-11	9/21/2012	2.5	0.394	0.0172 J	5.46	0.461	<0.013
S-12	9/21/2012	2.5	<0.014	<0.0096	0.055	<0.0309	<0.013
S-13	9/21/2012	2.5	0.0489	<0.0091	0.480	0.0419 J	<0.0123
S-14	9/21/2012	2.5	<0.0130	<0.0089	0.0124 J	<0.0286	<0.0121
S-15	9/21/2012	2.5	<0.0132	<0.0090	0.0185 J	<0.0289	<0.0122
S-16	9/21/2012	2.5	<0.0130	<0.0089	0.0173 J	<0.0286	<0.0121
S-17	9/21/2012	2.5	<0.0145	<0.0099	<0.0132	<0.0319	<0.0135
S-18	9/21/2012	2.5	<0.0136	<0.0093	<0.0125	<0.0300	<0.0127
S-19	9/21/2012	2.5	<0.0145	<0.0099	0.124	0.0465 J	<0.0134
S-20	9/21/2012	2.5	<0.0142	<0.0097	0.0442	<0.0312	<0.0131
SOIL EXCAVATION							
EX-1	9/15/2015	6.5	2.2	3.9	25	91	<0.13
EX-2	9/15/2015	6.5	6.9	0.89	44	150	<0.13
EX-3	9/15/2015	6.5	0.15	<0.017	13	25	<0.13
EX-4	9/15/2015	6.5	0.95	0.13	15	24	<0.12
EX-5	9/15/2015	6.5	2.9	0.071	3.8	0.69	<0.16
EX-6 (over-excavated)	9/15/2015	6.5	25	170	97	388	<0.22
EX-7 (over-excavated)	9/15/2015	6.5	12	0.2	16	12	<0.12
EX-8 (over-excavated)	9/15/2015	6.5	11	70	39	150	<0.10
EX-9	9/17/2015	6.5	8.1	1.7	16	60	<0.11
EX-10	9/17/2015	6.5	3.1	0.43	18	29	<0.12

MTBE

mg/kg

<#

Shaded

Bold

J

= methyl tertiary butyl ether

= milligrams per kilogram

= less than the method detection limit of #

= location was resampled or removed during excavation

= concentration exceeds the applicable Tier 1 Soil Remediation Objectives

= estimated concentration above the adjusted method detection limit and below the adjusted reporting limit

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-1	3/11/2003	99.31	9.10	90.21	<5	<5	<5	<5	<5
	6/20/2003	99.31	7.11	92.20	<1	<1	<1	<1	<3
	9/24/2003	99.31	8.41	90.90	<1	<1	<1	<1	<3
	12/19/2003	99.31	6.25	93.06	<1	1.5	<1	<1	<3
	3/15/2004	99.31	6.74	92.57	<5	<5	<5	<5	<5
	6/11/2004	99.31	6.00	93.31	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	99.31	6.67	92.64	<0.5	1.6	<1	<1	<1
	12/14/2004	99.31	6.40	92.91	4.4	4.1	1.1	3.7	<1
	3/31/2005	99.31	7.40	91.91	<0.5	<1	<1	<1	<1
	6/16/2005	99.31	14.30	85.01	<1	<1	<1	<1	<1
	9/16/2005	99.31	9.53	89.78	<0.5	<1	<1	<1	<1
	7/13/2006	99.31	6.61	92.70	<1	<1	<1	<2	<1
	10/16/2006	99.31	6.15	93.16	<1	<1	<1	<2	<1
	2/15/2007	99.31	16.36	82.95	<1	<1	<1	<3	<1
	11/28/2007	99.31	8.10	91.21	<1	<1	<1	<3	<1
	2/19/2008	99.31	5.50	93.81	<1	<1	<1	<3	<5
	4/23/2008	99.31	6.09	93.22	NS	NS	NS	NS	NS
	11/28/2008	99.31	7.95	91.36	1.09	3.12	<1	<3	<5
	3/25/2009	99.31	6.26	93.05	NS	NS	NS	NS	NS
	6/18/2009	99.31	5.41	93.90	NS	NS	NS	NS	NS
	10/8/2010	99.31	8.22	91.09	NS	NS	NS	NS	NS
	5/10/2011	99.31	6.13	93.18	<0.5	<1	<1	<1	<1
	7/20/2012	99.31	8.15	91.16	NS	NS	NS	NS	NS
	5/20/2016	99.31	5.87	93.44	<0.5	<0.5	<0.5	<1.5	<0.17
MW-2	3/11/2003	98.71	8.33	90.38	520	16	790	980	9
	6/20/2003	98.71	7.07	91.64	1,300	73	2,200	1,800	290
	9/24/2003	98.71	8.26	90.45	502	<10	1,018	660	46
	12/19/2003	98.71	5.98	92.73	730	15	1,300	1,100	70
	3/15/2004	98.71	6.17	92.54	410	<25	800	480	<25
	6/11/2004	98.71	5.32	93.39	1,030	34.9	1,160	1,210	<1.4
	9/10/2004	98.71	6.67	92.04	383	6.9	413	302	<1
	12/14/2004	98.71	5.92	92.79	2,430	31.3	89.4	101	1,190
	3/31/2005	98.71	5.85	92.86	805	22.1	845	640	<2
	6/16/2005	98.71	7.93	90.78	691	13.8	1,010	576	<10
	9/16/2005	98.71	9.12	89.59	421	6.3	596	129	6.3
	7/13/2006	98.71	6.34	92.37	533	6.69	1,150	384	<1
	10/16/2006	98.71	6.03	92.68	317	5.27	417	167	6.62
	2/15/2007	98.71	7.51	91.20	737	14.8	1,590	1,060	<1
	11/28/2007	98.71	7.84	90.87	317	6.71	546	292	2.45
	2/19/2008	98.71	4.92	93.79	684.3	15.1	1,280	688.6	<25
	4/23/2008	98.71	5.33	93.38	479.1	12.1	1,013	630	<25
	11/28/2008	98.71	7.82	90.89	152.1	2.97	261.1	161.55	5.64
	3/25/2009	98.71	5.26	93.45	245.9	5.840	462.1	199.68	<10
	6/18/2009	98.71	4.86	93.85	389.6	8.224	815.8 D	399	<5
	10/8/2010	98.71	8.34	90.37	91.93	3.110	97.01	68.71	<5
	5/10/2011	98.71	5.43	93.28	201	3.6	402	153	<1
	7/20/2012	98.71	NA	NA	NS	NS	NS	NS	NS
	5/20/2016				Well Abandoned				
MW-3	3/11/2003	98.44	8.42	90.02	1,500	1,300	130	790	130
	6/20/2003	98.44	6.40	92.04	3,000	2,500	660	2,000	250
	9/24/2003	98.44	7.92	90.52	5,000	860	350	1,300	<180
	12/19/2003	98.44	6.06	92.38	3,900	2,700	1,000	3,900	160
	3/15/2004	98.44	6.29	92.15	1,800	700	290	1420	76
	6/11/2004	98.44	5.63	92.81	2,220	91.2	191	750	123
	9/10/2004	98.44	6.77	91.67	1,930	72.9	213	464	112
	12/14/2004	98.44	6.05	92.39	1,300	46.5	53.2	195	98
	3/31/2005	98.44	6.07	92.37	3,030	1,810	606	2,110	80.2
	6/16/2005	98.44	7.18	91.26	3,320	1,880	710	2,130	78.9
	9/21/2005	98.44	9.05	89.39	2,740	191	139	743	151
	7/13/2006	98.44	6.53	91.91	1,150	479	523	1,260	74.8
	10/16/2006	98.44	8.14	90.30	1,820	45.1	84.2	318	38
	2/15/2007	98.44	NA	NA	Unable To Sample				
	11/28/2007	98.44	7.89	90.55	1,430	35.5	188	203	57.4
	2/19/2008	98.44	5.64	92.80	2,174	221.2	357.7	521.5	63.5
	4/23/2008	98.44	4.81	93.63	514.9	28.63	152.6	312.9	8.5
	11/28/2008	98.44	7.20	91.24	2,202	222.5	662.1	1,706.8	54
	3/25/2009	98.44	5.32	93.12	2,241 D	174.5	329.6	939	71.00
	6/18/2009	98.44	5.15	93.29	2,655 D	214.8	453.8 D	1,280	96.87
	10/8/2010	98.44	8.30	90.14	1,838 D	23.56	13.43	94.75	67.46
	5/10/2011	98.44	5.53	92.91	2,210	57.9	100	383	49.8
	7/20/2012	98.44	7.52	90.92	2,480	16.1	<5.4	40.8	57.8
	5/20/2016				Well Abandoned				

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-4	3/11/2003	98.89	10.88	88.01	<5	7	<5	10	180
	6/20/2003	98.89	9.06	89.83	1,500	<20	73	44	1,400
	9/24/2003	98.89	9.52	89.37	2,200	<10	27	58	1,600
	12/19/2003	98.89	7.94	90.95	1,600	<10	39	21	1,400
	3/15/2004	98.89	8.59	90.30	1,600	18	32	51	1,100
	6/11/2004	98.89	7.60	91.29	2,740	65.3	123	168	1,190
	9/10/2004	98.89	8.41	90.48	841	14.9	22.9	40.6	973
	12/14/2004	98.89	8.08	90.81	509	10.2	1,170	523	2.1
	3/31/2005	98.89	8.09	90.80	2,230	17.1	58.6	54	991
	6/16/2005	98.89	10.06	88.83	1,180	4.5	25.4	5.4	945
	9/16/2005	98.89	10.48	88.41	1,700	21.8	90.7	78.3	1,040
	7/13/2006	98.89	9.74	89.15	2,540	25.2	101	165	731
	10/16/2006	98.89	7.64	91.25	8,700	49.9	290	344	460
	2/15/2007	98.89	8.56	90.33	6,280	40.2	165	247	478
	11/28/2007	98.89	9.15	89.74	5,790	27.5	87.5	195	552
	2/19/2008	98.89	5.13	93.76	4,961	42.7	261.1	96.4	125.1
	4/23/2008	98.89	5.24	93.65	6,586 D	49.11	272.3	151	167.9
	11/28/2008	98.89	7.34	91.55	4,488 D	28	145.3	114.3	217.5
	3/25/2009	98.89	5.47	93.42	3,760 D	60.74	204.5	186	163.9
	6/18/2009	98.89	4.94	93.95	4,709 D	50.55	345.5	246	138.3
	10/8/2010	98.89	8.58	90.31	4,373 D	33.30	150.4	226.9	257.5
	5/10/2011	98.89	5.27	93.62	4,510	68.1	511	226	112
	7/20/2012	98.89	8.11	90.78	4,120	19.8 J	39.5	67.9 J	226
	5/20/2016	Well Abandoned / Replaced by MW-4R							
MW-5	3/11/2003	99.08	10.87	88.21	340	<5	<5	<5	190
	6/20/2003	99.08	7.60	91.48	4,300	<25	840	100	580
	9/24/2003	99.08	9.05	90.03	6,700	<50	250	150	2,200
	12/19/2003	99.08	7.36	91.72	3,600	26	700	74	390
	3/15/2004	99.08	15.26	83.82	4,100	<50	670	68	310
	6/11/2004	99.08	6.60	92.48	4,050	47.6	994	239	340
	9/10/2004	99.08	7.82	91.26	3,230	23.8	341	72.5	345
	12/14/2004	99.08	7.42	91.66	3,410	45.5	371	84.4	299
	3/31/2005	99.08	6.90	92.18	4,380	37.1	656	174	244
	6/16/2005	99.08	2.89	96.19	2,340	9.8	93.1	9	291
	9/16/2005	99.08	14.37	84.71	2,490	14.9	82.6	18.7	352
	7/13/2006	99.08	8.34	90.74	4,270	24.1	585	91.5	272
	10/16/2006	99.08	7.82	91.26	4,090	23.2	143	57.3	234
	2/15/2007	99.08	8.49	90.59	4,420	21.6	326	59.3	262
	11/28/2007	99.08	8.66	90.42	4,960	21.2	90.6	68.3	264
	2/19/2008	99.08	NA	NA	Well Obstructed				
	4/23/2008	99.08	7.69	91.39	3,617 D	23.15	341.8	55.1	225.2
	11/28/2008	99.08	7.73	91.35	3,746	24.52	291.2	86.78	205.4
	3/25/2009	99.08	6.79	92.29	2,527	18.80	216.5	50.8	159.1
	6/18/2009	99.08	8.00	91.08	3,096 D	46.50	545.5 D	285	143.1
	10/8/2010	99.08	8.13	90.95	1,742 D	11.22	88.53	56.50	69.35
	5/10/2011	99.08	6.89	92.19	3,120	16.4	464	69.3	106
	7/20/2012	99.08	8.48	90.60	2,620	14.5 J	61.7	<52.0	74.5
	5/20/2016	99.08	6.65	92.43	1,370	5 J	48.3	20.3 J	41.3
MW-6	3/11/2003	99.10	16.08	83.02	<5	<5	<5	<5	<5
	6/20/2003	99.10	15.71	83.39	<1	<1	<1	<1	3
	9/24/2003	99.10	15.92	83.18	<1	<1	<1	<1	3
	12/19/2003	99.10	15.78	83.32	<1	<1	<1	<1	26
	3/15/2004	99.10	15.64	83.46	<5	<5	<5	<5	<5
	6/11/2004	99.10	15.40	83.70	<0.31	<0.14	<0.27	<0.17	6.1
	9/10/2004	99.10	16.64	82.46	<0.5	<1	<1	<1	<1
	12/14/2004	99.10	15.75	83.35	<0.5	<1	<1	<1	<1
	3/31/2005	99.10	16.67	82.43	<0.5	<1	<1	<1	<1
	6/16/2005	99.10	16.91	82.19	<1	<1	<1	<1	15.7
	9/16/2005	99.10	16.30	82.80	<1	<1	<1	<1	1.4
	7/13/2006	99.10	15.80	83.30	<1	<1	<1	<2	8.6
	10/16/2006	99.10	15.62	83.48	<1	<1	<1	<2	<1
	2/15/2007	99.10	7.99	91.11	<1	<1	<1	<3	<1
	11/28/2007	99.10	15.84	83.26	<1	<1	<1	<3	<1
	2/19/2008	99.10	15.91	83.19	<1	<1	<1	<3	<5
	4/23/2008	99.10	5.58	93.52	<1	<1	<1	<3	<5
	11/28/2008	99.10	15.90	83.20	1,224	<1	<1	<3	6,024
	3/25/2009	99.10	15.71	83.39	<1	<1	<1	<3	<5
	6/18/2009	99.10	15.42	83.68	NS	NS	NS	NS	NS
	10/8/2010	99.10	16.22	82.88	NS	NS	NS	NS	NS
	5/10/2011	99.10	15.80	83.30	<0.5	<1	<1	<1	<1
	7/20/2012	99.10	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-7	6/11/2004	99.24	6.05	93.19	0.35	<0.14	<0.27	<0.17	33.5
	9/10/2004	99.24	4.65	94.59	<0.5	<1	<1	<1	38
	12/14/2004	99.24	7.70	91.54	3.6	<1	<1	<1	30.4
	3/31/2005	99.24	5.98	93.26	<0.5	<1	<1	<1	17
	6/16/2005	99.24	8.25	90.99	<1	<1	<1	<1	12.1
	9/16/2005	99.24	NA	NA	Dry				
	7/13/2006	99.24	8.14	91.10	1.19	<1	<1	<2	25.1
	10/16/2006	99.24	8.24	91.00	6.1	<1	<1	<2	9.38
	2/15/2007	99.24	5.03	94.21	1.04	<1	<1	<3	12.8
	11/28/2007	99.24	8.25	90.99	<1	<1	<1	<3	5.24
	2/19/2008	99.24	7.84	91.40	4.4	<1	<1	<3	28.5
	4/23/2008	99.24	8.03	91.21	NS	NS	NS	NS	NS
	11/28/2008	99.24	8.27	90.97	1.084	<1	<1	<3	24.07
	3/25/2009	99.24	8.08	91.16	NS	NS	NS	NS	NS
	6/18/2009	99.24	7.80	91.44	NS	NS	NS	NS	NS
	10/8/2010	99.24	8.34	90.90	NS	NS	NS	NS	NS
	5/10/2011	99.24	8.15	91.09	7.7	<1	<1	<1	7.6
	7/20/2012	99.24	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-8	6/11/2004	99.04	11.40	87.64	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	99.04	9.18	89.86	<0.5	<1	<1	<1	<1
	12/14/2004	99.04	4.35	94.69	<0.5	<1	<1	<1	<1
	3/31/2005	99.04	3.40	95.64	<0.5	<1	<1	<1	<1
	6/16/2005	99.04	7.20	91.84	<1	<1	<1	<1	<1
	9/16/2005	99.04	8.71	90.33	<0.5	<1	<1	<1	<1
	7/13/2006	99.04	5.17	93.87	<1	<1	<1	<2	<1
	10/16/2006	99.04	4.86	94.18	<1	<1	<1	<2	<1
	2/15/2007	99.04	6.14	92.90	<1	<1	<1	<3	<1
	11/28/2007	99.04	7.00	92.04	<1	<1	<1	<3	<1
	2/19/2008	99.04	3.70	95.34	<1	<1	<1	<3	<5
	4/23/2008	99.04	4.38	94.66	NS	NS	NS	NS	NS
	11/28/2008	99.04	6.90	92.14	<1	<1	<1	<3	<5
	3/25/2009	99.04	4.31	94.73	NS	NS	NS	NS	NS
	6/18/2009	99.04	3.44	95.60	NS	NS	NS	NS	NS
	10/8/2010	99.04	7.56	91.48	NS	NS	NS	NS	NS
	5/10/2011	99.04	4.30	94.74	<0.5	<1	<1	<1	<1
	7/20/2012	99.04	6.67	92.37	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-9	6/11/2004	97.95	7.97	89.98	<0.31	<0.14	<0.27	0.85	<0.28
	9/10/2004	97.95	8.34	89.61	<0.5	<1	<1	<1	<1
	12/14/2004	97.95	5.05	92.90	<0.5	<1	<1	<1	<1
	3/31/2005	97.95	3.90	94.05	<0.5	<1	<1	<1	<1
	6/16/2005	97.95	7.02	90.93	<1	<1	<1	<1	<1
	9/16/2005	97.95	8.73	89.22	<0.5	<1	<1	<1	<1
	7/13/2006	97.95	6.34	91.61	<1	<1	<1	<2	<1
	10/16/2006	97.95	6.04	91.91	<1	<1	<1	<2	<1
	2/15/2007	97.95	5.56	92.39	<1	<1	<1	<3	<1
	11/28/2007	97.95	7.66	90.29	<1	<1	<1	<3	<1
	2/19/2008	97.95	4.83	93.12	<1	<1	<1	<3	<5
	4/23/2008	97.95	5.25	92.70	NS	NS	NS	NS	NS
	11/28/2008	97.95	7.55	90.40	<1	<1	<1	<3	<5
	3/25/2009	97.95	5.21	92.74	NS	NS	NS	NS	NS
	6/18/2009	97.95	4.99	92.96	NS	NS	NS	NS	NS
	10/8/2010	97.95	8.01	89.94	NS	NS	NS	NS	NS
	5/10/2011	97.95	6.45	91.50	<0.5	<1	<1	<1	<1
	7/20/2012	97.95	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-10	6/11/2004	98.18	7.07	91.11	139	5.8	8.2	14.2	4.3
	9/10/2004	98.18	7.13	91.05	199	7.9	16.4	21.1	5
	12/14/2004	98.18	6.90	91.28	236	9.3	25.8	23.9	5.1
	3/31/2005	98.18	5.50	92.68	163	4.9	20.4	16.9	3.6
	6/16/2005	98.18	8.28	89.90	143	4.5	9.5	14.1	3.7
	9/16/2005	98.18	9.47	88.71	225	6.5	64.7	21.3	5.6
	7/13/2006	98.18	7.50	90.68	269	5.53	19.8	17.3	<1
	10/16/2006	98.18	7.34	90.84	280	7.27	27.7	16.8	3.4
	2/15/2007	98.18	5.02	93.16	240	5.33	15.3	14.5	5.24
	11/28/2007	98.18	8.65	89.53	74.2	4.01	6.76	11.7	4.61
	2/19/2008	98.18	6.08	92.10	157.2	1.8	44.8	13.3	<5
	4/23/2008	98.18	6.60	91.58	NS	NS	NS	NS	NS
	11/28/2008	98.18	8.56	89.62	30.66	2.06	2.02	4.4	<5
	3/25/2009	98.18	6.55	91.63	44.98	1.350	9.180	2.02	<5
	6/18/2009	98.18	6.20	91.98	215.1	5.477	34.48	16.875	<5
	10/8/2010	98.18	8.93	89.25	64.43	2.610	2.83	7.900	<5
	5/10/2011	98.18	6.73	91.45	221	5.4	32.9	18.2	2.5
	7/20/2012	98.18	8.43	89.75	43.9	3.0	7.1	10.5	<0.61
	5/20/2016	Well Abandoned							
MW-11	6/11/2004	97.79	7.65	90.14	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	97.79	7.26	90.53	<0.5	<1	<1	<1	<1
	12/14/2004	97.79	6.50	91.29	<0.5	<1	<1	<1	<1
	3/31/2005	97.79	4.55	93.24	<0.5	<1	<1	<1	<1
	6/16/2005	97.79	7.63	90.16	<1	<1	<1	<1	<1
	9/16/2005	97.79	5.98	91.81	<0.5	<1	<1	<1	<1
	7/13/2006	97.79	6.46	91.33	<1	<1	<1	<2	13.3
	10/16/2006	97.79	7.06	90.73	<1	<1	<1	<2	<1
	2/15/2007	97.79	6.41	91.38	<1	<1	<1	<3	<1
	11/28/2007	97.79	7.70	90.09	<1	<1	<1	<3	<1
	2/19/2008	97.79	5.78	92.01	<1	<1	<1	<3	<5
	4/23/2008	97.79	6.22	91.57	NS	NS	NS	NS	NS
	11/28/2008	97.79	7.45	90.34	<1	<1	<1	<3	<5
	3/25/2009	97.79	6.09	91.70	NS	NS	NS	NS	NS
	6/18/2009	97.79	5.41	92.38	NS	NS	NS	NS	NS
	10/8/2010	97.79	7.25	90.54	NS	NS	NS	NS	NS
	5/10/2011	97.79	6.30	91.49	<0.5	<1	<1	<1	<1
	7/20/2012	97.79	6.32	91.47	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-12	6/11/2004	98.58	9.82	88.76	<0.31	<0.14	<0.27	<0.17	<0.28
	9/10/2004	98.58	7.68	90.90	<0.5	<1	<1	<1	<1
	12/14/2004	98.58	7.00	91.58	<0.5	<1	<1	<1	<1
	3/31/2005	98.58	4.90	93.68	<0.5	<1	<1	<1	<1
	6/16/2005	98.58	7.54	91.04	<1	<1	<1	<1	<1
	9/16/2005	98.58	9.68	88.90	<0.5	<1	<1	<1	<1
	7/13/2006	98.58	6.84	91.74	<1	<1	<1	<2	<1
	10/16/2006	98.58	6.90	91.68	<1	<1	<1	<2	<1
	2/15/2007	98.58	4.69	93.89	<1	<1	<1	<3	<1
	11/28/2007	98.58	7.36	91.22	<1	<1	<1	<3	<1
	2/19/2008	98.58	6.95	91.63	<1	<1	<1	<3	<5
	4/23/2008	98.58	6.43	92.15	NS	NS	NS	NS	NS
	11/28/2008	98.58	7.50	91.08	<1	<1	<1	<3	<5
	3/25/2009	98.58	6.57	92.01	NS	NS	NS	NS	NS
	6/18/2009	98.58	5.54	93.04	NS	NS	NS	NS	NS
	10/8/2010	98.58	7.97	90.61	NS	NS	NS	NS	NS
	5/10/2011	98.58	6.54	92.04	<0.5	<1	<1	<1	<1
	7/20/2012	98.58	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							

Tier 1 Groundwater Remediation Objectives					Benzene (ug/L)	Toluene (ug/L)	Ethylbenzene (ug/L)	Xylenes (ug/L)	MTBE (ug/L)
Class I Groundwater					5	1,000	700	10,000	70
Class II Groundwater					25	2,500	1,000	10,000	70
Indoor Inhalation - Residential					110	530,000	370	30,000	1,900,000
Indoor Inhalation - Industrial/Commercial					410	530,000	1,400	93,000	6,800,000
Sample Location	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)					
MW-13	6/11/2004	98.45	8.96	89.49	<0.31	<0.14	<0.27	<0.17	1.3
	9/10/2004	98.45	2.15	96.30	<0.5	<1	<1	<1	8.9
	12/14/2004	98.45	6.80	91.65	<0.5	<1	<1	<1	<1
	3/31/2005	98.45	3.38	95.07	<0.5	<1	<1	<1	<1
	6/16/2005	98.45	11.50	86.95	<1	<1	<1	<1	46.3
	9/16/2005	98.45	12.30	86.15	<0.5	<1	<1	<1	11.2
	7/13/2006	98.45	9.52	88.93	<1	<1	<1	<2	<1
	10/16/2006	98.45	8.89	89.56	<1	<1	<1	<2	<1
	2/15/2007	98.45	NA	NA	Unable To Sample				
	11/28/2007	98.45	10.30	88.15	<1	<1	<1	<3	<1
	2/19/2008	98.45	4.90	93.55	<1	<1	<1	<3	<5
	4/23/2008	98.45	9.29	89.16	NS	NS	NS	NS	NS
	11/28/2008	98.45	NA	NA	Dry				
	3/25/2009	98.45	9.29	89.16	NS	NS	NS	NS	NS
	6/18/2009	98.45	5.05	93.40	NS	NS	NS	NS	NS
	10/8/2010	98.45	NA	NA	Dry				
	5/10/2011	98.45	9.69	88.76	<0.5	<1	<1	<1	<1
	7/20/2012	98.45	6.10	92.35	<0.5	<1	<1	<1	<1
	5/20/2016	Well Abandoned							
MW-14	12/14/2004	97.84	4.40	93.44	<0.5	<1	<1	<1	<1
	6/16/2005	97.84	7.60	90.24	<1	<1	<1	<1	<1
	9/16/2005	97.84	8.12	89.72	<0.5	<1	<1	<1	<1
	7/13/2006	97.84	NA	NA	Well Destroyed				
	10/16/2006	97.84	NA	NA	Well Destroyed				
	3/25/2009	97.84	NA	NA	Well Destroyed				
MW-15	12/14/2004	97.63	4.20	93.43	<0.5	<1	<1	<1	<1
	6/16/2005	97.63	7.88	89.75	<1	<1	<1	<1	<1
	9/16/2005	97.63	9.53	88.10	<0.5	<1	<1	<1	5.1
	7/13/2006	97.63	7.90	89.73	<1	<1	<1	<2	<1
	10/16/2006	97.63	7.73	89.90	<1	<1	<1	<2	<1
	2/15/2007	97.63	NA	NA	NS	NS	NS	NS	NS
	11/28/2007	97.63	8.75	88.88	<1	<1	<1	<3	<1
	2/19/2008	97.63	6.20	91.43	<1	<1	<1	<3	<5
	4/23/2008	97.63	6.96	90.67	NS	NS	NS	NS	NS
	11/28/2008	97.63	8.67	88.96	<1	<1	<1	<3	<5
	3/25/2009	97.63	6.86	90.77	<1	<1	<1	<3	<5
	6/18/2009	97.63	6.41	91.22	NS	NS	NS	NS	NS
	10/8/2010	97.63	8.87	88.76	NS	NS	NS	NS	NS
	5/10/2011	97.63	7.10	90.53	<0.5	<1	<1	5.3	<1
	7/20/2012	97.63	NA	NA	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-16	4/23/2008	98.27	3.76	94.51	3.47	<1	<1	<3	6.43
	11/28/2008	98.27	NA	NA	NS	NS	NS	NS	NS
	3/25/2009	98.27	4.11	94.16	<1	<1	<1	<3	11.94
	6/18/2009	98.27	3.11	95.16	NS	NS	NS	NS	NS
	10/8/2010	98.27	7.28	90.99	NS	NS	NS	NS	NS
	5/10/2011	98.27	4.20	94.07	0.60	<1	<1	5.3	2.6
	7/20/2012	98.27	6.40	91.87	NS	NS	NS	NS	NS
	5/20/2016	Well Abandoned							
MW-17	4/23/2008	98.41	3.46	94.95	<1	<1	<1	<3	24.92
	11/28/2008	98.41	NA	NA	NS	NS	NS	NS	NS
	3/25/2009	98.41	3.57	94.84	<1	<1	<1	<3	<5
	6/18/2009	98.41	1.75	96.66	NS	NS	NS	NS	NS
	10/8/2010	98.41	6.13	92.28	NS	NS	NS	NS	NS
	5/10/2011	98.41	3.59	94.82	<0.5	<1	<1	<1	8.3
	7/20/2012	98.41	5.42	92.99	NS	NS	NS	NS	NS
	5/20/2016	98.41	3.26	95.15	9	<0.50	<0.50	<1.5	0.24 J
MW-4R	5/20/2016	99.40	4.66	94.74	44.6	<0.50	<0.50	<1.5	29.2

MTBE = Methyl tertiary butyl ether
 ug/L = micrograms per Liter (parts per billion)
 <# = not detected above laboratory limits
 NS = not sampled
 Bold = concentration exceeds Tier 1 GRO for Class II groundwater onsite and Class I groundwater offsite
 D = result is from a diluted sample
 NA = not available
 J =

EXHIBIT B – SITE LOCATION MAP AND LEGAL DESCRIPTION



Street Address: 7500 S. Lemont Rd, Woodridge, IL

PIN: 09-30-401-125

Legal Description:

Parcel 1:

THE NORTHERLY 190 FEET OF THE EASTERLY 170 FEET OF LOT 1 (EXCEPT THE NORTHERLY 125 FEET OF THE EASTERLY 145 FEET THEREOF) IN HARVEY AND ROBERTS SUBDIVISION, UNIT 1, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1947 AS DOCUMENT 514190, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

THE NORTHERLY 125 FEET OF THE EASTERLY 145 FEET OF LOT 1 IN HARVEY AND ROBERTS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1947 AS DOCUMENT 514190, IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN ACCESS BASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE EASTMENT AGREEMENT DATED NOVEMBER 17, 1998 MADE BY AND BETWEEN PRICE R.E.I.T. PROPERTIES, LLC AND EQUILON ENTERPRISES LLC.

EXHIBIT C: PAYMENT BOND

PAYMENT BOND

Bond No 30173901

KNOW ALL MEN BY THESE PRESENTS, That we **True North Energy, LLC** as Principal, (hereinafter called "Principal"), and **Western Surety Company**, a corporation, as Surety, (hereinafter called "Surety"), are held and firmly bound unto **DuPage County, Illinois**, as Obligee, in the full and just sum of **Four Hundred Seventy Two Thousand Seven Hundred Seventy Six and 50/100** Dollars (\$472,776.50) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled **Highway Authority Benefits Agreement ("HABA")** as is more specifically set for in the HABA, to which reference is hereby made. The assurance is tied to 7500 S. Lemont Road, Woodridge, Illinois (Intersection of CH 9/Lemont Road and CH 33/75th Street) in the county of Dupage, Illinois per liability limits defined in the execute Highway Authority Benefits Agreement ("HABA") between True North Energy, LLC and Dupage County DOT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this 10th day of February, 2023.

Signature on File

ATTEST:

Printed Name: Daniel Keating, Witness
Attorney-in-fact for Principal

PRINCIPAL **True North Energy, LLC**

By: **Signature on File**

Printed Name: MARK E. LYDEN
Title: PRESIDENT/CEO

ATTEST

Signature on File

By:
Printed Name: Ann Formhals, Witness
Attorney-in-fact for Surety

SURETY **Western Surety Company**

By: Signature on File

Printed Name: Derek J. Elston, Attorney-in-fact

Address: 151 N. Franklin Street

Chicago, IL 60606

Phone: (800) 331-6053

[PLEASE ATTACHED NOTARIZED APPOINTMENT OF ATTORNEY-IN-FACT FOR EACH ATTORNEY-IN-FACT SIGNING THIS PAYMENT BOND]

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Aerie Walton, Bartłomiej Siepinski, Nicholas Pantazis, Samantha Chierici, Kristin L Hannigan, Tara A Reimer, Rachel Fore, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Dartonya Wright, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of December, 2022.



WESTERN SURETY COMPANY

Signature on File

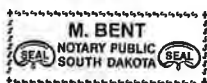
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Signature on File

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of February, 2023.



WESTERN SURETY COMPANY

Signature on File

L. Nelson, Assistant Secretary

EXHIBIT D

Exhibit D is intentionally excluded from this Agreement.

EXHIBIT E

Exhibit E is intentionally excluded from this Agreement.

EXHIBIT F

Exhibit F is intentionally excluded from this Agreement.

EXHIBIT G: UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING

DocuSign Envelope ID: BF0D560F-7AED-4FD6-A2B6-138567D25934

True North Energy, LLC

UNANIMOUS ACTION OF THE MEMBERS WITHOUT A MEETING

THE UNDERSIGNED, representing all of the Members of True North Energy, LLC (the "Company"), a Delaware limited liability company:

HAVING DETERMINED that in order to manage the Company's environmental affairs, it is in the best interests of the Company to allow Mark E. Lyden, CEO/President and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them, to administer and execute on behalf of Company any of the following instruments to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO):

1. No Further Remediation Letters
2. Environmental Land Use Controls
3. Land Use Control Memoranda of Agreement
4. Ordinances adopted and administered by a unit of local government
5. Agreements between a property owner (or, in the case of a petroleum leaking underground storage tank, the owner or operator of the tank) and a highway authority with respect to any contamination remaining under highways; and
6. Agreements between a highway authority that is also the property owner (or, in the case of a petroleum leaking underground storage tank, the owner or operator of the tank) and the Agency with respect to any contamination remaining under the highways.

HEREBY consent to the adoption of and also hereby accept the following resolution:

RESOLVED, Mark E. Lyden, CEO/President and Lindsay Lyden Niese, Vice President of True North Holdings, Inc., Member of the Company or either of them are hereby authorized to administer and execute on behalf of Company any of the instruments mentioned above to be used as Institutional Controls in connection with corrective actions pursuant to Illinois Administrative Code (IAC) Title 35, Part 742, Subpart J of the Tiered Approach to Corrective Action Objectives (TACO).

DECLARE, that this action is taken pursuant to the Delaware Code and the LLC Agreement, shall be inserted into the Minute Book of the Company, and shall be effective as of the latest date set forth below.

SHELL OIL PRODUCTS US
Signature on File

Designated Representative

Date: Juan Kemp

TRUE NORTH HOLDINGS INC

Signature on File

Member of the Company

Date: 10.25.22

EXHIBIT H: HAA APPLICATION

This Exhibit H is contained on the one CD ROM or Flashdrive attached.



File #: DT-R-0056-23

Agenda Date: 3/7/2023

Agenda #: 9.A.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF CHICAGO
CONCERNING INSTALLATION AND
OPERATION OF CERTAIN NAVIGATIONAL AID FACILITIES SUPPORTING
O'HARE INTERNATIONAL AIRPORT
DELEGATION OF SIGNATORY AUTHORITY**

WHEREAS, the City owns and operates O'Hare International Airport and is implementing the O'Hare Modernization Program ("OMP") which includes construction of the new Runway 9R-27L extension and related improvements; and

WHEREAS, to support operations of new Runway 9R-27L, the City is completing installation of various navigational aid systems which are intended for transfer to the United States Department of Transportation, Federal Aviation Administration ("FAA") to support operation of the airfield and runway systems, and which said navigational aid systems will include installation of an approach light and sequenced flashing system ("ALSF") serving new Runway 9R-27L, including support structure (collectively, the "ALSF Facility"); and

WHEREAS, federal design requirements for spacing of ALSF system elements for Runway 9R-27L necessitate the installation of certain permanent improvements, including the ALSF Facility, underneath and through the CH 8/York Road right-of-way and upon certain County-owned land adjacent to and abutting CH 8/York Road right-of-way at the southwest corner of the intersection of CH 8/York Road at Supreme Drive and located within the municipal limits of the Village of Bensenville (the "County Parcel"); and

WHEREAS, the County and City acknowledge that certain easements to the Village of Bensenville were identified within the County Parcel, including an identified ten-foot (10') sidewalk easement and an identified ten foot (10') water main easement; and

WHEREAS, the County and City further acknowledge that currently the County Parcel has not been improved with any sidewalk improvements or water main facilities within the identified easement areas; and

WHEREAS, the County and City, through discussions with the Village of Bensenville additionally acknowledge that there are no pending or imminent plans by the Village of Bensenville for installation of sidewalk or water main improvements within the identified easement areas within the County Parcel, however longer term the Village does envision a sidewalk or multi-use path within the County Parcel; and

WHEREAS, discussions are ongoing for accommodations of a future Village multi-use path outside the limits of the ALSF Facility; and

WHEREAS, as a result of such coordination, the final approved plans for the ALSF Structure will include a system of elevated structure and pedestrian bridge decking constructed upon piers and the installation of underground low and high voltage wireline and related equipment which is consistent with the County preserving the underlying compensatory stormwater storage retention and floodway utility of the County Parcel, and further consistent with planned improvement and expansion of roadway elements within the York Road right-of-way; and

WHEREAS, the City has further obtained necessary permit approvals from the FAA, the Illinois Department of Natural Resources ("IDNR"), and the Illinois State Toll Highway Authority ("Tollway"), each approving the City's installation of the ALSF Structures in such form and manner; and

WHEREAS, to accommodate the City's effort toward achieving the timely approvals for commencement of Runway 9R-27L flight operations, the County and City have prepared an agreement setting forth the terms and conditions of the City's Runway 9R-27L ALSF System improvements as it affects the County Parcel and York Road right-of-way and operations currently and, in the future, subject to resolution of the Village's long-term plans for a multi-use path; and

WHEREAS, the County by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and the "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the City by virtue of its power set forth in the "O'Hare Modernization Act" (620 ILCS 65/5, *et seq.*) and set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) are authorized to enter into an agreement for the ALSF Facility; and

WHEREAS, the City Council of the City has further authorized entry into an agreement pursuant to that Ordinance approved on April 11, 2007 (Journal of Proceedings of the City Council of the City of Chicago, pages 102492 - 102497); and

WHEREAS, the County and City are empowered to enter into an agreement pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, the City has procured the elevated structure and pedestrian bridge decking necessary for the ALSF Facility to be constructed and is ready to begin work, subject to resolution of the Village of Bensenville's future multi-use path accommodations; and

WHEREAS, in order to facilitate a timely implementation of the ALSF Facility construction and commencement of Runway 9R-27L flight operations, the DuPage County Board finds it appropriate to authorize the DuPage County Division of Transportation Director to execute an agreement, substantially the same as the agreement in Exhibit A, between the County and City for the ALSF Facility and appurtenance, subject to the resolution of the Village of Bensenville future multi-path accommodation.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board authorizes the DuPage County Division of Transportation Director to execute an agreement, substantially the same as the agreement in Exhibit A, between the County and City for the construction, installation, and future maintenance of the ALSF Facility and appurtenances within CH 8/York Road right of way and County Parcel.

Enacted and approved this 14th day of March, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF CHICAGO CONCERNING INSTALLATION AND OPERATION OF CERTAIN NAVIGATIONAL AID FACILITIES SUPPORTING O'HARE INTERNATIONAL AIRPORT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective upon the last dated signature below, by and between THE COUNTY OF DUPAGE, Illinois, a body corporate and politic ("County"), and THE CITY OF CHICAGO, an Illinois home rule municipality ("City"), each individually referred to as "PARTY," and collectively referred to as "Parties."

RECITALS:

WHEREAS, the County by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and the "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the City by virtue of its power set forth in the "O'Hare Modernization Act" (620 ILCS 65/5, *et seq.*) and set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, the City Council of the City has further authorized entry into this AGREEMENT pursuant to that Ordinance approved on April 11, 2007 (Journal of Proceedings of the City Council of the City of Chicago, pages 102492 – 102497); and

WHEREAS, the County and City are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, the City owns and operates O'Hare International Airport and is implementing the O'Hare Modernization Program ("OMP") which includes construction of the new Runway 9R-27L extension and related improvements; and

WHEREAS, to support operations of new Runway 9R-27L, the City is completing installation of various navigational aid systems which are intended for transfer to the United States Department of Transportation, Federal Aviation Administration ("FAA") to support operation of the airfield and runway systems, and which said navigational aid systems will include installation of an approach light and sequenced flashing system ("ALSF") serving new Runway 9R-27L, including support structure (collectively, the "ALSF Facility"); and

WHEREAS, federal design requirements for spacing of ALSF system elements for Runway 9R-27L necessitate the installation of certain permanent improvements, including the ALSF Facility, underneath and through the York Road right-of-way and upon certain County-owned land adjacent to and abutting the right-of-way at the southwest corner of the intersection of Supreme Drive and York Road located within the municipal limits of the Village of Bensenville, Illinois (the "County Parcel"); and

WHEREAS, the County Parcel is an irregular-shaped parcel located within the Subdivision of Thorndale Distribution Park in Bensenville, Unit No. 10, pursuant to that certain Plat of Subdivision of Thorndale Distribution Park in Bensenville, Unit No. 10, dated August 13, 1990, and recorded on January 15, 1991, as document number R1991-004837, (the "Plat of Subdivision"); and

Exhibit A

WHEREAS, the Parties acknowledge that pursuant to the Plat of Subdivision certain easements were identified within the County Parcel, including an identified ten foot (10') sidewalk easement and an identified ten foot (10') water main easement, each in the location and manner depicted within the Plat of Subdivision, and further that the recorded Plat of Subdivision appears to incorporate appropriate certification of corporate acceptance of the County and the Village concerning the matters identified and depicted therein; and

WHEREAS, the Parties further acknowledge that, as of the date of execution of this Agreement, the County Parcel has not been improved with any sidewalk improvements or water main facilities within the identified easement areas noted within the Plat of Subdivision, but rather is presently used and occupied for compensatory stormwater storage retention and floodway of an unnamed creek tributary to Willow Creek, serving and benefiting adjacent lands; and

WHEREAS, the County has received written consent from the Village of Bensenville through a letter dated February ____, 2023, stating the Village will abandon the sidewalk and watermain easements described and depicted on the Plat of Survey attached and incorporated herein on **Exhibit B** (said letter of consent is attached and incorporated as **Exhibit D**); and

WHEREAS, the Parties additionally acknowledge that, as of the execution of this Agreement, there are no pending or imminent plans for redevelopment of the County Parcel in a manner implicating discontinuance of its present use as compensatory stormwater storage retention and floodway of the unnamed creek tributary to Willow Creek, nor does the Village of Bensenville have any pending or imminent plans or proposals for installation of sidewalk or water main improvements within the identified easement areas depicted on the Plat of Subdivision; and

WHEREAS, the City and the County have engaged in substantive discussions as to various design variants for the elements of ALSF System to be located within the County Parcel and the adjacent York Road right-of-way in an effort to mitigate and/or limit, to the greatest extent possible, any impact or intrusion from installation of the ALSF System; and

WHEREAS, as a result of such design coordination, the final approved plans for the ALSF Structure will include a system of elevated structure and pedestrian bridge decking constructed upon piers and the installation of underground low and high voltage wireline and related equipment as depicted on **Exhibit A** and **Exhibit F** attached and incorporated herein, which is consistent with the County preserving the underlying compensatory stormwater storage retention and floodway utility of the County Parcel, and further consistent with planned improvement and expansion of roadway elements within the York Road right-of-way as generally depicted on **Exhibit C** and which is consistent with current FAA standards); and

WHEREAS, the City has further obtained necessary permit approvals from the FAA, the Illinois Department of Natural Resources ("IDNR"), and the Illinois State Toll Highway Authority ("Tollway"), each approving the City's installation of the ALSF Structures in such form and manner; and

WHEREAS, to accommodate the City's effort toward achieving the timely approvals for commencement of Runway 9R-27L flight operations, the Parties desire to set forth the terms and conditions of the City's Runway 9R-27L ALSF System improvements as it affects the County Parcel and York Road right-of-way and operations currently and in the future.

Exhibit A

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Incorporation.

a. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

b. 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. County Grant of Rights for Construction and Use.

a. The City represents that the ALSF Facility to be installed is for a public purpose, to support aeronautical activities at O'Hare International Airport, and will be used exclusively for installation of underground high and low voltage wireline, approach light platform structure, and related equipment to serve the navigational aid systems supporting Runway 9R-27L, and will not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

b. The City will install the ALSF Facility under and through the implicated portion of the York Road right-of-way and additionally upon the County Parcel in accordance with **Exhibit A** and **Exhibit F**.

c. The Parties understand and acknowledge that this Agreement will serve in lieu of a separate County Division of Transportation permit within York Road right-of-way for the installation and operation of certain navigational aid facilities supporting O'Hare International Airport, and, by execution of this Agreement the City agrees to be bound by the Highway Permit Conditions attached hereto as **Exhibit E** made a part hereof, and the DuPage County Highway Rights-of Way Permit and Fee Ordinance (ODT-0001A-06) incorporated herein by reference and amended from time to time including all insurance requirements as they exist on the date of execution of this Agreement.

d. Together with the rights and obligations under said Highway Permit conditions, the County hereby grants and conveys to the City additional right of entry and license in, upon, over, under, and through that portion of the County Parcel (adjacent to and outside of the York Road right-of-way) in the areas described and depicted on the Plat of Survey attached and incorporated herein as **Exhibit B**, for the purposes of the construction, installation, use, inspection, maintenance, repair, rehabilitation, replacement, and removal of the ALSF Facility, all in accordance with the terms and conditions of this Agreement.

3. Access and Maintenance.

a. For avoidance of doubt, the Parties acknowledge that the physical structure and equipment encompassing the ALSF Facility will be located within 'Area 1' depicted on the Plat of Survey attached and incorporated herein as **Exhibit B**, with a portion of driveway located within 'Area 2', while the additional 'Area 3', 'Area 4', and 'Area 5' depicted on **Exhibit B** will not encompass any physical structure or improvement, but may be temporarily accessed by the City from time to time associated with installation, construction, use, inspection, maintenance, repair, rehabilitation, replacement, and removal of the ALSF Facility.

Exhibit A

b. The Parties further acknowledge that the remaining portions of the County Parcel outside of and surrounding the locations where physical structure of the ALSF Facility is placed, are presently used for compensatory stormwater storage retention and floodway of the unnamed creek tributary to Willow Creek and will continue to be used for such purposes and/or other purposes that do not substantially interfere with use or access by the City to the ALSF Facility. Notwithstanding the foregoing, the County recognizes that the City's right and license to locate and use the ALSF Facility is exclusive as to the physical location of said structures and improvements situated in 'Area 1' as aforesaid, and the County shall not interfere or impact such right, nor allow or permit any person or entity to interfere or impact such right in any manner whatsoever.

c. In connection with its right of use or access, the City may install such signs and pavement markings in or upon the ALSF Structure, subject to the reasonable approval of the County, which it shall deem necessary or appropriate to enforce the prohibition of uses that substantially interfere with its rights of access.

4. Termination and Removal.

a. If, after initial construction and installation of the ALSF Facility, (i) the City determines that ALSF Facility is no longer necessary to support aeronautical operations at O'Hare International Airport, (ii) the City determines it no longer requires the interests granted by the County hereunder, (iii) the City does not use the right herein granted on the County Parcel hereunder, (iv) the City ceases operation of the ALSF Facility for an uninterrupted period of three (3) consecutive years, or (v) the City continues in default in the performance of any provision of this Agreement for a period of sixty (60) days after written notice from the County to the City specifying such default, (or such longer period as may be reasonably required if the City promptly initiates the cure and diligently prosecutes the cure to completion); then the County may, at its reasonable discretion, terminate this Agreement by written notice to the City at the address listed in the "NOTICES" Article of this Agreement.

b. Prior to the effective date of any termination described in this Section, the City shall submit appropriate plans to the County concerning the City's removal of the ALSF Facility, or if applicable, and upon approval from the County, abandonment in place of such portions of the ALSF Facility located underground on County Parcel. Upon the County's written approval of the City's plans for removal of the ALSF Facility, the City shall, within ninety (90) days, proceed with such approved removal and/or abandonment and take such actions as are agreed upon to restore the impacted County Parcel to a reasonably similar condition as it was prior to City's installation of the ALSF Facility. If the City fails to remove and/or abandon the ALSF Facility and/or fails to restore the County parcel, as stated above, the County may remove/cause the removal of the ALSF Facility, restore the County Parcel and then charge the City.

5. Indemnity.

a. To the maximum extent permitted by law, the City agrees to defend, indemnify and hold harmless the County, its employees and agents from and against any claim, demand or cause of action and any liability, cost or expense for personal injury or death or property damage proximately caused by negligent or wrongful acts or omission of the City, its employees, agents, contractors, subcontractors, or authorized parties, except from those proximately caused by negligence, willful and wanton or intentionally tortious actions of County or its agents, employees, or invitees.

Exhibit A

b. In the event that this City's rights in this Agreement are assigned to the Federal Aviation Administration, an agency of the United States Government, the Federal Government, in addition to the City, will also be liable to persons damaged by any personal injury, death or injury to or loss of property if caused by the negligent or wrongful act or omission of an employee of the Federal Government while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred, all in accordance with the subject to the conditions, limitations and exceptions set forth in Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.).

6. General Provisions

a. All City activities on the County Parcel shall be undertaken in accordance with applicable law.

b. Nothing in this Agreement shall be construed or deemed to have conveyed or granted to the City any rights, title, interest, authority, or approval over or as it relates to the balance of the County Parcel outside of the ALSF Facility, including any approval of the use or development of the County Parcel.

c. This Agreement shall be freely assignable by the City to the FAA for aviation purposes, or such other relevant governmental entities or agencies.

d. In the event any term or provision of this Agreement shall for any reason be held invalid illegal or unenforceable by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision thereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal or unenforceable, had never been contained herein.

e. The Agreement, together with any exhibits constitutes the entire agreement of the Parties on the subject matter hereof. It is understood and agreed to by the Parties hereto that no oral or other promise of any character made by any individual allegedly speaking for either party shall be binding under this Agreement unless expressly stated herein.

f. The Parties hereto agree that the laws of the State of Illinois will govern this Agreement for all purposes including, but not limited to, deterring the validity of this Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties hereto.

g. The Parties hereby warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, brokerage fee, percentage or contingent fee, except *bona fide* employees for the purpose of securing business.

h. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

i. The City shall have no obligation to pay any real estate taxes assessed against the County Parcel.

Exhibit A

j. Any written notice or document required or permitted to be delivered hereunder shall be deemed to be delivered five (5) business days following the date of deposit in the United States Mail, postage prepaid, Certified Mail, or the next day following deposit via a recognized overnight delivery service, addressed to the Parties hereto at the respective addresses set forth below:

If to the County: County of DuPage
Division of Transportation
421 N County Farm Road
Wheaton, IL 60187
ATTN : Christopher C. Snyder, P.E.

If to the City: City of Chicago Dept. of Aviation
Attn: Commissioner
10510 W. Zemke Rd.
PO Box 66848
Chicago, Illinois 60666

WITH A COPY TO:

City of Chicago Dept. of Aviation
Attn: General Counsel
10510 W. Zemke Rd.
PO Box 66848
Chicago, Illinois 60666

AND:

City of Chicago Dept. of Aviation
Attn: Deputy Comm. of Real Estate
10510 W. Zemke Rd.
PO Box 66848
Chicago, Illinois 60666

k. The rights conferred and obligations incurred pursuant to this Agreement shall run with the land, and shall be binding on, inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, and assigns.

Exhibit A

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

AGREED BY:

COUNTY OF DUPAGE

By: _____
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer

Date: _____

CITY OF CHICAGO

By: _____
Commissioner of Aviation

Approved as to Form/Authority:

Date: _____

By: _____
Spec. Asst. Corporation Counsel

WITH CONSENT BY:

Exhibit A

EXHIBIT A

ALSF DESIGN SPECIFICATIONS (DATED OCT. 27, 2022)

[See immediately following page(s)]

DRAFT

Exhibit A

EXHIBIT B

PLAT OF SURVEY

[See immediately following page(s)]

DRAFT



Grant Proposal Notifications

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

File #: 23-1048

Agenda Date: 3/7/2023

Agenda #: 10.A.



Grant Proposal Notification

GPN Number: 012-23
(Completed by Finance Department)

Date of Notification: 02/24/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 03/07/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/10/2023
(MM/DD/YYYY)

Name of Grant: Congestion Mitigation and Air Quality Improvement Program

Name of Grantor: Illinois Department of Transportation

Originating Entity: U.S. DOT - Federal Highway Administration
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Lee Rivera, Civil Engineer, Ext. 6916
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 5,179,601.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205

If State, provide CSFA: 494-00-1003



Grant Proposal Notification

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

IL Rt 38 (Roosevelt Rd) at CH23 (Naperville Rd) - Intersection improvements that include widening for northbound and southbound dual left turn lanes on Naperville Road, lengthening both the eastbound and westbound left turn lanes on Roosevelt Road, reconfiguration of the intersection of Roosevelt Road and Washington Street, right of way acquisition for a future shared-use path and traffic signal modernization will reduce traffic delays and reduce rear-end and turning accidents.

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

Quality of Life - The proposed project addresses the specific needs of safety, capacity, and roadway deficiencies. The purpose of the project is to provide safe and efficient vehicular operations at the Illinois Route 38 (Roosevelt Road) intersection with Naperville Road (CH 23) for the existing and anticipated demand. By widening the existing pavement and adding the proposed auxiliary turn lanes, the new level-of-service will allow for better and safer traffic flow through the project corridor.

3. What is the period covered by the grant?

10/01/2024 to: 09/30/2028
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?





Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>Internal DOT Budget</u>
10. What amount of funding is already allocated for the project?	<u>\$0.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u></u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>No</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$6,474,500.00</u>



Grant Proposal Notifications

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

File #: 23-1049

Agenda Date: 3/7/2023

Agenda #: 10.B.



Grant Proposal Notification

GPN Number: 013-23
(Completed by Finance Department)

Date of Notification: 02/24/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 03/07/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/05/2023
(MM/DD/YYYY)

Name of Grant: FY 2024-2028 Surface Transportation Program (STP)

Name of Grantor: Illinois Department of Transportation

Originating Entity: U.S. DOT - Federal Highway Administration
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Dan Nowak, Principal Civil Engineer, Ext. 6909
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 20,160,000.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205 If State, provide CSFA: 494-42-0495



Grant Proposal Notification

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

Illinois Route 53 (IL Rt 56 to Park Blvd) - Roadway reconstruction (partially on new alignment), widening for an additional through lane in each direction (2 to 4), new grass barrier median, new curb and gutter to replace the existing shoulders, new 10' wide shared-use path on the east side of IL 53, new traffic signals at Ironwood Drive, traffic signal modernization at Park Boulevard, traffic signal interconnection, pavement resurfacing, and ADA improvements.
IDOT will be paying the 20% match (\$5,040,000.00).

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

Quality of Life - The purpose of the project is to improve safety, upgrade existing roadway deficiencies, enhance system linkage and lane continuity, accommodate roadway capacity demands, and provide access for bicycles and pedestrians. The proposed improvement of IL 53 will provide a consistent cross-section from Park Boulevard to IL 56 that includes four through lanes separated by a grassed barrier median and curb and gutter along the outside edge of pavement. Paramount to improving safety and upgrading deficiencies is alleviating the chronic flooding on IL 53 south of IL 56. Over the last 26 years, the road has been closed 23 times, many times a minimum of 2 days. The alignment south of IL 56 will be shifted west approximately 100 feet and the profile raised above the floodplain elevation. A new shared-use path is proposed along the east side of IL 53 from Park Boulevard to IL 56. The new shared-use path is part of the East Branch DuPage River Greenway Trail as planned by DuPage County.

3. What is the period covered by the grant?

10/01/2024 to: 09/30/2028
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	NA
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	_____
6.3.1.2. What Company-Accounting Unit(s) will be used?	_____
6.3.1.3. Total annual salary	_____
6.3.1.4. Total annual fringe benefits	_____
7. Does the grant allow for direct administrative costs? (Yes or No)	No
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	_____
7.1.2. Percentage of direct administrative costs covered by grant	_____
7.1.3. What percentage of the grant total is the portion covered by the grant	_____
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	100
9. Are matching funds required? (Yes or No):	Yes
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	20%
9.1.2. What is the dollar amount of the County's match?	\$0.00



Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 0
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$25,200,000.00



Grant Proposal Notifications

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

File #: 23-1050

Agenda Date: 3/7/2023

Agenda #: 10.C.



Grant Proposal Notification

GPN Number: 014-23
(Completed by Finance Department)

Date of Notification: 02/24/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 03/07/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/10/2023
(MM/DD/YYYY)

Name of Grant: Congestion Mitigation and Air Quality Improvement Program

Name of Grantor: Illinois Department of Transportation

Originating Entity: U.S. DOT - Federal Highway Administration
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Dan Nowak, Principal Civil Engineer, Ext. 6909
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 10,649,920.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205

If State, provide CSFA: 494-00-1003



Grant Proposal Notification

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

IL Rt 38 (Roosevelt Rd) at Winfield Rd - Intersection reconstruction and improvement that includes widening for westbound dual left turn lanes on Illinois Route 38, lengthening both the northbound left and right turn lanes on Winfield Road, raised median along Illinois Route 38, timber retaining wall removal and replacement on south leg of Winfield Road, new storm sewer system, and traffic signal modernization.

IDOT will be paying the 20% match (\$2,129,984).

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

Quality of Life - The proposed project addresses the specific needs of safety, capacity, and roadway deficiencies. The purpose of the project is to provide safe and efficient vehicular operations at the Illinois Route 38 (Roosevelt Road) intersection with Winfield Road for the existing and anticipated demand. By reconstructing the existing pavement and adding the proposed auxiliary turn lanes, the new level-of-service will allow for better and safer traffic flow through the project corridor. This project is part of a larger project to improve the safety and operations of Illinois Route 38 between Winfield Road and County Farm Road and is included in IDOT's FY 2021-2026 Multi-Year Program.

3. What is the period covered by the grant?

10/01/2024 to: 09/30/2028
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?



Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	No
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	
6.3.1.2. What Company-Accounting Unit(s) will be used?	
6.3.1.3. Total annual salary	
6.3.1.4. Total annual fringe benefits	
7. Does the grant allow for direct administrative costs? (Yes or No)	No
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	
7.1.2. Percentage of direct administrative costs covered by grant	
7.1.3. What percentage of the grant total is the portion covered by the grant	
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	100
9. Are matching funds required? (Yes or No):	Yes
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	20%
9.1.2. What is the dollar amount of the County's match?	\$0.00



Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 0
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$13,312,400.00