

### **DU PAGE COUNTY**

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

### Transportation Committee Regular Meeting Agenda

Tuesday, June 4, 2024 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. **24-1587**

DuPage County Transportation Committee Minutes-Tuesday May 21, 2024.

#### 6. BUDGET TRANSFERS

#### 6.A. **24-1652**

Budget Transfer of \$2,362 from Salary and Wage Adjustments 1500-3520-50080 to Benefit Payments (\$1,862) 1500-3520-51000 and Wearing Apparel Reimbursement (\$500) 1500-3520-51080, funds needed for PTO payout of an employee who left the County and apparel reimbursement for new hire of a mechanic.

#### 7. PROCUREMENT REQUISITIONS

#### 7.A. **24-1662**

Recommendation for the approval of a contract to Al Piemonte Ford, to provide heavy duty body repairs, as needed, for the Division of Transportation, for the period July 1, 2024 through June 30, 2025, for a contract total not to exceed \$15,000; per lowest responsible bid # 23-071-DOT; first of three renewals.

#### 7.B. **24-1663**

Recommendation for the approval of a contract purchase order to Bonnell Industries, Inc., to furnish and deliver Force America parts, as needed, for the Division of Transportation, for the period June 5, 2024 through May 31, 2025, for a contract total not to exceed \$25,000; per lowest responsible bid # 24-054-DOT.

#### 7.C. **24-1664**

Recommendation for the approval of a contract to Barricade Lites, Inc., to furnish and deliver traffic cones and barricades, as needed, for the Division of Transportation, for the period June 5, 2024 through May 31, 2025, for a total contract amount not to exceed \$25,000, per lowest responsible bid # 24-065-DOT.

#### 7.D. <u>DT-P-0039-24</u>

Recommendation for the approval of a contract to Hard Rock Concrete Cutters, Inc., for sidewalk saw cutting, as needed, for the Division of Transportation, for the period June 11, 2024 through June 10, 2025, for a contract total not to exceed \$45,000; per Municipal Partnering Initiative bid #2022-23, second of three options to renew.

#### 7.E. **DT-P-0040-24**

Recommendation for the approval of a contract to Mac's Body Shop, Inc., for auto body repairs, for the period June 14, 2024 through June 30, 2025, as needed, for a contract total not to exceed \$79,900, per lowest responsible 23-071-DOT, first of three renewals. (Division of Transportation \$29,900 and Sheriff's Office \$50,000).

#### 8. CHANGE ORDERS

#### 8.A. **24-1665**

Atlas Engineering Group, LTD. - Extend PO #4284-1 SERV to October 31, 2024, Section 20-DEENG-04-EG.

#### 8.B. **24-1666**

Atlas Engineering Group, LTD. - Extend PO #5808-1 SERV to May 31, 2025, Section 22-STENG-04-EG.

#### 8.C. **24-1667**

HW Lochner, Inc. - Extend PO #5776-1 SERV to October 31, 2025, Section 22-STENG-05-EG.

#### 9. AWARDING RESOLUTIONS

#### 9.A. **DT-R-0024-24**

Awarding Resolution issued to Sebert Landscaping, Company for the 2024-2025 Highway Vegetative Maintenance Program, Section 24-LSMTC-05-LS, for an estimated County cost of \$484,297.50; per lowest responsible bid.

#### 9.B. **DT-R-0025-24**

Awarding Resolution issued to Sebert Landscaping Company for the 2024-2025 Various Highway Landscaping Program, Section 24-HWYLS-02-LS, for an estimated County cost of \$276,125; Per lowest responsible bid.

#### 10. INTERGOVERNMENTAL AGREEMENTS

#### 10.A. **DT-R-**0026-24

Intergovernmental Agreement between the County of DuPage and Bloomingdale Township to extend road resurfacing beyond County Right-of-Way on multiple side streets along Swift Road, within the Township. County to be reimbursed \$2,366.60.

#### 10.B. <u>DT-R-0027-24</u>

Resolution authorizing an Intergovernmental Agreement between the County of DuPage and the City of Warrenville for the Transfer of Jurisdiction of CH1/River Road from Warrenville Road to Ferry Road, and CH32/Warrenville Road from Winfield Road to River Road, from the County of DuPage to the City of Warrenville and assumption of routine maintenance responsibilities over certain multi-use paths.

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

### Transportation Resolution



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### **DU PAGE COUNTY**

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

# Transportation Committee Draft Summary

Tuesday, May 21, 2024 10:00 AM Room 3500B

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

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

#### 3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog welcomed Melisa Ribikawskis, as the new Senior Transportation Planner.

Member Chaplin entered the meeting at 10:01 AM.

#### 4. PUBLIC COMMENT

No public comments were offered.

#### 5. APPROVAL OF MINUTES

#### 5.A. **24-1554**

DuPage County Transportation Committee Minutes-Tuesday May 7, 2024.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Jim Zay

#### 6. PROCUREMENT REQUISITIONS

#### 6.A. <u>24-1564</u>

Recommendation for the approval of a contract to Altec Industries, Inc., to furnish and deliver Altec repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2024 through May 31, 2025, for a contract total not to exceed \$15,000. Per 55 ILCS 5/5-1022(c) "not suitable for competitive bids"-(Sole Source-Direct replacement of compatible equipment parts).

**RESULT:** APPROVED MOVER: Mary Ozog

**SECONDER:** Liz Chaplin

#### 6.B. <u>DT-P-0037-24</u>

Recommendation for the approval of a contract to Traffic Control Corporation, for annual maintenance and support services for the Division of Transportation's Centracs ATMS software system, for the period July 1, 2024 through June 30, 2025, for a contract total not to exceed \$36,052. Per 55 ILCS 5/5-1022 (c) "not suitable for competitive bids". (Sole Source-Proprietary Software Maintenance and Support).

**RESULT:** APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 6.C. <u>DT-P-0038-24</u>

Recommendation for the approval of a contract to Collins Engineers, Inc., to provide Professional Bridge Inspection Services for various locations upon request, Section 24-BRDGE-09-EG, for the period May 28, 2024 through May 31, 2026, for a contract total amount of \$250,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

**RESULT:** APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 7. AWARDING RESOLUTIONS

#### 7.A. **DT-R-0021-24**

Recommendation for the approval of a contract to Morton Salt, Inc. to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2024 through May 31, 2025, for a contract total amount of \$1,108,500; per lowest responsible bid.

**RESULT:** APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 8. INTERGOVERNMENTAL AGREEMENTS

#### 8.A. **DT-R-0022-24**

Intergovernmental Agreement between the County of DuPage and York Township to extend road resurfacing beyond County Right-of-Way on multiple side streets along Meyers Road, within the Township. County to be reimbursed \$6,333.53.

**RESULT:** APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 8.B. **DT-R-0023-24**

Resolution authorizing the DuPage County Chair to execute a Letter of Understanding between the County of DuPage and the Illinois Department of Transportation for the maintenance responsibilities for the DuPage County equipment on IDOT-owned traffic signals at 31st Street and the IL Route 83 north and south ramps.

**RESULT:** APPROVED AT COMMITTEE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 9. **DISCUSSION**

No remarks were offered.

#### 10. INFORMATIONAL

#### 10.A. **24-1526**

Recommendation for the approval of a contract to the City of Wheaton, to provide fire alarm monitoring services for the County campus, for Facilities Management, for the period of July 1, 2024 through June 30, 2025, for a contract total amount not to exceed \$21,420. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – public utility.

**RESULT:** ACCEPTED AND PLACED ON FILE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 11. PRESENTATION

#### 11.A. **24-1379**

2024-2028 Capital Improvement Plan presentation and request for release.

Chief Transportation Planner John Loper gave a brief overview of the Capital Improvements projected to be completed over the next 5 years. In response, it was the consensus of the Transportation Committee Members to present the plan to the County Board for consideration of release to the public.

**RESULT:** APPROVED AT COMMITTEE

MOVER: Mary Ozog SECONDER: Liz Chaplin

#### 12. OLD BUSINESS

Member Zay inquired as to the status of the (8) plow trucks which are on order. Mike Figuray, the Manager of Highway Operations, explained that the chasis' are still on back order but we are expecting them to arrive before this snow season begins.

Chair Ozog welcomed Christine Rose with Pace, who gave an update on the positive response to the Ride-share program which has been well received.

#### 13. NEW BUSINESS

No new business was discussed.

#### 14. ADJOURNMENT

With no further business, a motion was made by Chair Ozog and seconded by Member Chaplin to adjourn the meeting at 10:19 AM. The motion carried on voice vote, all "ayes".

### Budget Transfer



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

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#### DuPage County, Illinois BUDGET ADJUSTMENT Effective January 22, 2024

						DOT FLEET SERVICE			
From	1500 Company #	-		Fron	n: Company/Acco	ounting Unit Name			
	Company is					Finance D	ept Use Only		
Accounting		62 W 600 W	680.5			Availab	e Balance	Date of	
Unit	Account	Sub-Account	Title	Amount	Prior to Transfer	After Transfer	Balance	B/S Fund	
3520	50080		SALARY & WAGE ADJUSTMENTS	\$	2,362.00	26,784.00	24,422.00	5/24/24	1500-9100
	-								
		-		_					
				_					
				_					
			Total	\$	2,362.00				
						DOT FLEET SERVICE			
To:	1500			To: C	ompany/Accoun			•	
	Company #					-			
Accounting							pt Use Only Balance	Data of	
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Date of Balance	B/S Fund
3520	51000		BENEFIT PAYMENTS	\$	1,862.00	11.861 89	0,11	-11-1	1500-9100
3520	51080		WEARING APPAREL REIMBURSEMENT	\$	500.00	(500.00)	0	5/14/24	1500-9100
								7-11-	2000 0100
				1					
			Total	\$	2,362.00				
	Doggoving Con								
	Reason for Requ		Funds needed for benefits and wearing apparel reimbu	rement	. Renefit navme	nt is due to a emplo	wee leaving the		
			department and having his PTO paid out. The wearing ap	parel re	eimbursement is	due to an additional	mechanic being		
			hired and being entitled to their \$500 for wearing appare	I.					
							1		
		L			lionati	ire on F			
							11C	5/23/202	4
				Depart	tment Head Si	gnature on File	[	Date	YL.
								5/18/	"
	Acti∨ity	5	(optional)	Chief F	inancial Officer			Date	ł
		8	****Please sign in blue ink on t	he orig	inal form****				
Г			Finance Department Use Onl						
	2	4		Y					
	Fiscal Year	Budget Jo	ournal # Acctg Period						
	Entered By/Date	e	Released & Posted	By/Date	2				
	201 900 ABS 33400			- // /					

DOT - 6/4/24 FINICB - 6/11/24

A

### Transportation Requisition under \$30,000



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

File #: 24-1662 Agenda Date: 6/4/2024 Agenda #: 7.A.



### Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION				
General Tracking		Contract Terms				
#23-071-DOT  COMMITTEE: TARGET COMMITTEE DATE:		INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$15,000.00			
		PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00			
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL			
Vendor Information		Department Information	1			
VENDOR: Al Piemonte Ford Sales, Inc.			DEPT CONTACT NAME: Roula Eikosidekas			
VENDOR CONTACT: VENDOR CONTACT PHONE: John Fakhoury 708-345-1575		DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov			
VENDOR CONTACT EMAIL: jf@apford.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-45				

#### 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 Al Piemonte Ford, to provide heavy duty body repairs on an as-needed basis. Effective on July 1, 2024 though June 30, 2025, for a contract total not to exceed \$15,000.00, per low bid #23-071-DOT.

- Body Labor \$65
- Paint Labor \$65
- Paint & Supplies \$42
- Mechanical \$185
- Frame Work \$95
- Towing Charges (one-way) \$400
- Discount (30%) off list price.

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

To provide heavy duty body repairs on County owned and operated vehicles.

SECTION 2: DECISION MEMO REQUIREMENTS					
DECISION MEMO NOT REQUIRED RENEWAL	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.				

	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).

Form under revision control 04/12/2024

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

Send Pu	rchase Order To:	Send Invoices To:				
Vendor: Al Piemonte Ford Sales, Inc.	vendor		Division: Accounts Payable			
Attn: John Jakhoury	Email: jf@apford.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov			
Address: 2500 W. North Avenue	City: Melrose Park	Address: City: 421 N. County Farm Road Wheaton				
State: IL	Zip: 60160	State:         Zip:           IL         60187				
Phone: 708-345-1575	Fax:	Phone: 630-407-6892	Fax:			
Send	Payments To:	Ship to:				
Vendor: Al Piemonte Ford Sales, Inc.	Vendor#: 41969	Dept: Division of Transportation	Division: Fleet			
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov			
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton			
State:	Zip:	State:	Zip: 60187			
Phone: Fax:		Phone: 630-407-6931	Fax:			
S	 Shipping	Cor	ntract Dates			
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2024	Contract End Date (PO25): Jun 30, 2025			

Form under revision control 04/12/2024

	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		Heavy Duty Body Repairs	FY24	1500	3520	53380		7,500.00	7,500.00
2	1	EA		Heavy Duty Body Repairs	FY25	1500	3520	53380		7,500.00	7,500.00
FY is required, assure the correct FY is selected.  Requisition Total \$							\$ 15,000.00				

Comments						
HEADER COMMENTS	Provide comments for P020 and P025.					
	To provide Heavy Duty Body Repairs for the DOT Fleet on an as-needed basis.					
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.					
	Email Approved PO to: John Jakhoury, William Bell and Mike Figuray.					
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.					
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.					

Form under revision control 04/12/2024



#### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT BID TABULATION

									٧		
				Al Piemonte			rd Sales	Mac's Body Shop Inc.			op Inc.
NO.	ITEM	UOM	QTY		PRICE	E	XTENDED PRICE		PRICE	E	XTENDED PRICE
SECTION	ON 1: Automotive Body Repair										
1	Body Labor	HR	250	\$	60.00	\$	15,000.00	\$	52.00	\$	13,000.00
2	Paint Labor	HR	100	\$	60.00	\$	6,000.00	\$	52.00	\$	5,200.00
3	Paint and Suplies	HR	100	\$	39.00	\$	3,900.00	\$	33.00	\$	3,300.00
4	Mechanical	HR	100	\$	165.00	\$	16,500.00	\$	80.00	\$	8,000.00
5	Frame	HR	50	\$	95.00	\$	4,750.00	\$	80.00	\$	4,000.00
6	Towing Charge	1-way	20	\$	250.00	\$	5,000.00	\$	125.00	\$	2,500.00
SECTION	ON 2: Automotive Motor Crash Guide										
NO.	ITEM	EST.	EST. VALUE % MARK-UP DISCOUNT		-			MARK-UP ISCOUNT	E	XTENDED PRICE	
7	Annual Expected Expenditure	\$10,0	00.00	-	30.00%	\$	7,000.00		-5.00%	\$	9,500.00
	TOTAL: AUTOMOTIVE BODY REPAIR									\$	45,500.00

					V			
				Al Piemon	e Ford Sales	Mac's Body Shop Inc.		
SECTI	ON 3: Heavy-Duty Body Repair			I				
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	
8	Body Labor	HR	100	\$ 65.00	\$ 6,500.00	No	Bid	
9	Paint Labor	HR	40	\$ 65.00	\$ 2,600.00	No	lo Bid	
10	Paint and Suplies	HR	40	\$ 42.00	\$ 1,680.00	5 <b>1,680.00</b> No Bid		
11	Mechanical	HR	50	\$ 185.00	\$ 7,400.00	<b>7,400.00</b> No Bid		
12	Frame	HR	40	\$ 95.00	\$ 3,800.00	\$ 3,800.00 No Bid		
13	Towing Charge	1-way	6	\$ 400.00	\$ 2,400.00	No Bid		
SECTI	ON 4: Heavy-Duty Motor Crash Guide		•					
NO.	ITEM	EST.	/ALUE	% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE	
14	Annual Expected Expenditure	\$10,0	00.00	-30.00%	\$ 7,000.00	No Bid		
		TOTAL: HEAV	Y-DUTY	BODY REPAIR	\$ 31,380.00		\$ -	

NO	I	E۵

Bid Opening 5/11/2023 @ 2:30 PM	VC, NE
Invitations Sent	21
Total Vendors Requesting Documents	0
Total Bid Responses	2

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

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTIO	ON 1: Automotive Body F	Repair			
1	Body Labor	HR	250	\$ 60.00	\$ 15,000.00
2	Paint Labor	HR	100	\$ 60.00	\$ 15,000.00
3	Paint and Supplies	HR	100	\$ 39.00	\$ 3,900,00
4	Mechanical	HR	100	\$ 165.00	\$ 16,50000
5	Frame	HR	50	\$ 95.00	\$ 4,750.00
6	Towing Charge	1-way	20	\$ 250.00	\$ 5,000.00
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
	N 2 - Automotive Motor a percentage markup o			Motor Crash Guide.	
7	Annual Expected Expenditure \$10,000 +		+030 %	\$ 7,000.°°	
				TOTAL SECTION 1 & 2	

3 - Heavy-Duty Body	Repair			
Body Labor	HR	100	\$ 65.00	\$ 6,500.°°
Paint Labor	HR	40	\$ 45.00	\$ 2,600.00
Paint and Supplies	HR	40	\$ 42.00	\$ 1,680.00
Mechanical	HR	50	\$ 185.00	\$ 9,25000
Frame	HR	40	\$ 95.00	\$ 3,800.00
Towing Charge	1-way	6	\$ 400.00	\$ 2400.00
F	Paint Labor Paint and Supplies Mechanical Frame Towing Charge	Paint Labor HR Paint and Supplies HR Mechanical HR Frame HR	Paint Labor HR 40 Paint and Supplies HR 40 Mechanical HR 50 Frame HR 40 Towing Charge 1-way 6	Paint Labor         HR         40         \$ \( \lambda \).****           Paint and Supplies         HR         40         \$ \( \lambda \).****           Mechanical         HR         50         \$ \( 185.^{\circ} \)**           Frame         HR         40         \$ \( 95.^{\circ} \)**           Towing Charge         1-way         6         \$ \( 400.^{\circ} \)*

Section 4 - Heavy-Duty Motor Crash Guide
Provide a percentage markup or discount off list price in the Motor Crash Guide.

1 total a personage manuf						
NO.	ITEM	EST. VALUE	% MARK-UP/DI LIST PRICE MOTOR CRAS	IN THE		EXTENDED PRICE
14	Annual Expected Expenditure	\$10,000	+10 30	%	\$	7,000.00
		\$	33,23000			
GRAND TOTAL \$ 91,380.00						

THE COUNTY OF DUPAGE
AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT
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#### **SECTION 8 - BID FORM SIGNATURE PAGE**

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

Signature on File	
X President	
(Signature and Title)	
	CORPORATE SEAL (If available)
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR	CONSIDERATION
Subscribed and sworn to before me this 9 <sup>TH</sup> day of MAY	AD, 20 <u>23</u>
Signature on File My Commission Expires: 10	14/2026
(Notary Public)  MARK GREGORY Official Seal	
Notary Public - State of Illinois My Commission Expires Oct 14, 2026	
SEAL	-

THE COUNTY OF DUPAGE AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT Page 20 of 30 Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

#### CONTRACT ADMINISTRATION INFORMATION:

CORRESPON	DENCE TO CONTRACTOR:	REMIT TO CO	NTRACTOR:	
NAME	Al Piemonte Ford Sales, Inc.	NAME	Al Piemonie Ford Sales, Inc.	
CONTACT	John Fakhoury	CONTACT	John Fakhoury	
ADDRESS	2500 W North AVE.	ADDRESS	2500 W North Are.	
CITY ST ZIP	Metrose Parkitt wolvo	CITY ST ZIP	Metrose Park, IL bollo	
TX	708 - 345 - 1575	TX	708 - 3 45 - 1675	
FX	708-345 - 8970	FX	701-345- 6970	
EMAIL	jt @apford.com	EMAIL	jt@apford.com	
COUNTY BILL	TO INFORMATION:	COUNTY SHI	P TO INFORMATION:	
DuPage County Division of Transportation		DuPage County Fleet Maintenance Building		
421 North Cou	nty Farm Road	180 North County Farm Road		
Wheaton, IL 60	0187	Wheaton, IL 60187		
TX: (630) 407	-6900	TX: (630) 407-6931		
EMAIL: DOTFI	nance@dupageco.org	EMAIL: William Bell@dupageco.org		

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

THE COUNTY OF DUPAGE
AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT
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#### 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 Al Piemonte Ford Sales, Inc. located at 2500 W. North Avenue, Melrose Park, IL 60160, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-071-DOT which became effective on 6/7/2023 and which will expire 6/30/2024. 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 6/30/2025.

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

CONTRACTOR	THE COUNTY OF DUPAGE
Signature on File	SIGNATURE
MARK GREGORY PRINTED NAME	Brian Rovik PRINTED NAME
PRINTED TITLE	Buyer I PRINTED TITLE
5/3/24 DATE	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: 5/3/24

Bid/Contract/PO #: 23-671-DoT

Company Name: AL PIEMONTE FORD SALES, INC	Company Contact:	JOHN FAKHOURY
Contact Phone: 708-345-9300	Contact Email:	JF @ APFORD.com

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

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

4	NONE (check here) - If no cont	tributions 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.

-37					
I X	NONE (ch	eck here) -	· If no cont	tacts have	been made

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

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

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

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

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

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

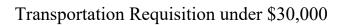
http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

Authorized Signature	Signature on File_	
Printed Name	MARK GREGORY	
Title	CONTROLLER	

Attach additional sheets if necessary.	Sign each sheet and number each page.	Page	of	(total number of pages)
	orgin cutin sincer and manner cutin pager		•	(total liullibel of pages)

Date

c/3/24





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



### Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION			
General Tracking		Contract Terms			
FILE ID#: 24-1586	, , , , , , , , , , , , , , , , , , , ,		INITIAL TERM TOTAL COST: \$25,000.00		
COMMITTEE: TARGET COMMITTEE DATE: PROMPT FOR RENE TRANSPORTATION 06/04/2024 3 MONTHS		PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00		
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM		
Vendor Information		Department Information	I		
VENDOR: Bonnell Industries Inc	VENDOR #: 10192	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas		
VENDOR CONTACT: Tessa Smice	VENDOR CONTACT PHONE: 815-284-3819	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov		
VENDOR CONTACT EMAIL: t.smice@bonnell.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-47			

#### 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 Bonnell Industries, to furnish and deliver Force America Parts. Effective June 5, 2024 through May 31, 2025, for a contract total not to exceed \$25,000.00, per low bid #24-054-DOT. This contract is subject to a three one-year renewals upon mutual agreement by both parties.

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

To purchase Force America parts, to repair County owned and operated vehicles.

	SECTION 2: DECISION MEMO REQUIREMENTS
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID	0 (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO				
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.			
SOURCE SELECTION	Describe method used to select source.			
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).			

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	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.

Send P	urchase Order To:	Send Invoices To:		
Vendor:	Vendor#:	Dept:	Division:	
Bonnell Industries Inc	10192	Division of Transportation	Accounts Payable	
Attn:	Email:	Attn:	Email:	
Tessa Smice	t.smice@bonnell.com	Kathy Curcio	DOTFinance@dupagecounty.gov	
Address:	City:	Address:	City:	
1385 Franklin Grove Road	Dixon	421 N. County Farm Road	Wheaton	
State:	Zip:	State:	Zip:	
IL	61021		60187	
Phone: 815-284-3819	Fax:	Phone: 630-407-6892	Fax:	
Send	d Payments To:	Ship to:		
Vendor:	Vendor#:	Dept:	Division:	
Bonnell Industries Inc	10192	Division of Transportation	Fleet	
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov	
Address:	City:	Address:	City:	
same as above.		180 N. County Farm Road	Wheaton	
State:	Zip:	State:	Zip: 60187	
Phone:	Fax:	Phone: 630-407-6931	Fax:	
	Shipping	Cor	ntract Dates	
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):	
PER 50 ILCS 505/1	Destination	Jun 5, 2024	May 31, 2025	

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Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Force America Parts	FY24	1500	3520	52250		12,500.00	12,500.00
2	1	EA		Force America Parts	FY25	1500	3520	52250		12,500.00	12,500.00
FY is required, assure the correct FY is selected.  Requisition Total						\$ 25,000.00					

	Comments				
HEADER COMMENTS Provide comments for P020 and P025.					
	To furnish and deliver Force America Parts on an as-needed basis 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: Tessa Smice, William Bell and Mike Figuray.				
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.				
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.				

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

Form under revision control 04/12/2024 24



#### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT FORCE AMERICA PARTS 24-054-DOT BID TABULATION

 $\checkmark$ 

			Bonnell Ind	ustries Inc.
NO.	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
1	Force America Repair & Replacement Parts	\$25,000.00	0%	\$ 25,000.00
			GRAND TOTAL	\$ 25,000.00

NOTES

Bid Opening 5/16/2024 @ 2:30 PM	BR, HK
Invitations Sent	62
Total Vendors Requesting Documents	0
Total Bid Responses	1

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

The Contractor shall provide a firm percentage mark-up (+) or discount (-) to manufacturer list prices. The estimated value listed is for bid canvassing purposes only and shall not be considered a guarantee of work. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE			
1	Force America Repair & Replacement Parts	\$25,000.00	NONE %	\$ 25,000.00			
	GRAND TOTAL (In words) Twenty five thousand dollars						

#### **SECTION 8 - BID FORM SIGNATURE PAGE**

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

Signature on File Contract Representative (Signature and Title)	
	CORPORATE SEAL (If available)
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR	CONSIDERATION
Subscribed and sworn to before me this day of	AD, 20 <u>교식</u>
ignature on File    My Commission Expires: 5-   Official Seal   Terry A Joyce   Notary Public State of Illinois   My Commission Expires 05/13/2024	13-24

SEAL

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

#### **CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	1essa Smile	NAME	Tessa Smile
CONTACT		CONTACT	
ADDRESS	1385 Franklin GraveRd	ADDRESS	1385 Franklin brose Rd.
CITY ST ZIP	Dixon, IL (01021	CITY ST ZIP	Dixon R 6/021
TX	815-284-3819	TX	815-284-3819
FX	815-254-0026	FX	815-284-0026
EMAIL	-t. Smice o Sonnell.com	EMAIL LISMICE abonnellicon	
COUNTY BILL	TO INFORMATION:	COUNTY SHIP	P TO INFORMATION;
DuPage County	Division of Transportation	DuPage County Division of Transportation	
421 North County Farm Road		180 North County Farm Road	
Wheaton, IL 60187		Wheaton, IL 60187	
TX: (630) 407-6892		TX: (630) 407-6931	
EMAIL: DOTFinance@dupagecounty.gov		EMAIL: william.bell@dupagecounty.gov	

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



#### **Required Vendor Ethics Disclosure Statement**

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

Date:	5/9/24
Bid/Contract/PO #: 24	-054-DOT

			01001001
Company Name:	Bonnell Industries Inc.	Company Contact:	Tessa Smill
		Contact Email:	+, smile a bonnell, com
	V		The Destriction of the Contract of the Contrac

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

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

V	NONE (check here) - If no cont	ributions 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.

MONE	(chack ha	16	no comboc	te have	been made
MOME	(clieck lie	16/-11	no contac	ts nave	been made

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

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

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

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

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

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

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

Authorized Signature	Signature on File	
Printed Name	Tessa Snice	
Title	Contract Representative 05-09-2024	
Date	05-09-2024	
Attach additional shee	ets if necessary. Sign each sheet and number each page. Page of	(total number of pages)

### Transportation Requisition under \$30,000



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

**File #: 24-1664 Agenda Date:** 6/4/2024 **Agenda #:** 7.C.



### Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION	
General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #24-065-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Barricade Lites, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Joseph Vazquez	VENDOR CONTACT PHONE: 630-627-6163 ext 113	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov
VENDOR CONTACT EMAIL: j.vazquez@blites.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-48	

#### 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 Sign Shop is requesting a purchase order to Barricade Lites Inc., to furnish and deliver traffic cones and barricades on an as-needed basis. Effective June 5, 2024 through May 31, 2025, for a contract total not to exceed \$25,000.00, per low quote #24-065-DOT. This contract is subject to three one-year renewals upon mutual agreement by both parties.

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

This purchase will ensure the safety of our County workers and residents during construction projects in DuPage County and along the Illinois Prairie Paths.

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

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

Form under revision control 05/17/2024

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

	SECTION 5: Purcha	ase Requisition Informat	ion
Sena	Purchase Order To:	Send	d Invoices To:
Vendor: Barricade Lites, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Joseph Vazquez	Email: j.vazquez@blites.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1490 W. Jeffrey Drive	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State:	Zip: 60187
Phone: 630-627-6163 ext 113	Fax:	Phone: 630-407-6892	Fax:
Se	end Payments To:		Ship to:
Vendor: Barricade Lites, Inc.	Vendor#:	Dept: Division: Division of Transportation Sign Shop	
Attn:	Email:	Attn: Ed Morgan	Email: ed.morgan@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State:	Zip: 60187
Phone:	Fax:	Phone: 630-407-6927	Fax:
	Shipping	Cor	ntract Dates
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):  Jun 5, 2024  Contract End Date (PO25):  May 31, 2025	

Form under revision control 05/17/2024 32

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		Traffic Cones & Barricades	FY24	1500	3510	52270		20,000.00	20,000.00
2	1	EA		Traffic Cones & Barricades	FY25	1500	3510	52270		5,000.00	5,000.00
FY is required, ensure the correct FY is selected. Requisition Total						\$ 25,000.00					

Comments						
HEADER COMMENTS	Provide comments for P020 and P025.					
	To furnish and deliver traffic cones and barricades on an as-needed basis for the DOT Sign Shop.					
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.					
	Email Approved PO to: Joseph Vazquez, Ed Morgan and Mike Figuray.					
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.					
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.					

Form under revision control 05/17/2024 33



#### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT TRAFFIC CONES AND BARRICADES 24-065-DOT BID TABULATION

 $\checkmark$ 

				Barricade	Lites, Inc.	Traffic Contro LLC dba Hig	,
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	TENDED PRICE
1	Orange Cones - 28" Reflective Collar	EA	250	\$ 15.35	\$ 3,837.50	\$ 19.55	\$ 4,887.50
2	Type I Barricade	EA	100	\$ 83.45	\$ 8,345.00	\$ 84.35	\$ 8,435.00
3	Type III Barricade	EA	10	\$ 254.10	\$ 2,541.00	\$ 239.50	\$ 2,395.00
4	A-Frame & Board Barricade - 6 ft.	EA	10	\$ 164.35	\$ 1,643.50	\$ 175.95	\$ 1,759.50
5	A-Frame & Board Barricade - 8 ft.	EA	10	\$ 199.15	\$ 1,991.50	\$ 206.45	\$ 2,064.50
6	A-Frame & Board Barricade - 10 ft.	EA	10	\$ 232.10	\$ 2,321.00	\$ 236.65	\$ 2,366.50
			(	GRAND TOTAL	\$ 20,679.50		\$ 21,908.00

NOTES

Bid Opening 5/16/2024 @ 4:00 PM	BR, HK
Invitations Sent	7
Total Vendors Requesting Documents	0
Total Bid Responses	2

#### **PRICE**

The Contractor shall provide pricing for the items listed below. The quantities provided are for bid canvassing purposes only and shall not be considered a guarantee of work. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 140 N. County Farm Road, Wheaton, IL 60187. Additional charges shall not be accepted.

NO.	ITEM		QTY	PRICE	EXTENDED PRICE	
1	Orange Cones - 28" Reflective Collar		250	\$ 15.35	\$ 3,837.50	
2	Type I Barricade		100	\$ 83.45	\$ 8,345.00	
3	Type III Barricade		10	\$ 254.10	\$ 2,541.00	
4	A-Frame & Board Barricade – 6 ft.		10	\$164.35	\$ 1,643.50	
5	A-Frame & Board Barricade – 8 ft.		10	\$199.15	\$ 1,991.50	
6	6 A-Frame & Board Barricade – 10 ft.		10	\$ 232.10	\$ 2,321.00	
	<b>GRAND TOTAL</b> \$ 20,679.50					
GRAND TOTAL (In words)  Twenty Thousand Six Hundred Seventy Nine and Fifty Cents						

THE COUNTY OF DUPAGE
TRAFFIC CONES AND BARRICADES 24-065-DOT
Page 6 of 15

#### **QUOTE SIGNATURE PAGE**

#### TRAFFIC CONES AND BARRICADES 24-065-DOT

## Signature on File

<b>X</b>	_	President		
	(Signature and Title)			
	5/16/2024			
	(Date)			
	QUOTATION MUST BE SIGNED FOR	CONSIDERATION		

#### (PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	Barricade Lites, Inc.
Main Business Address	1490 W Jeffrey Dr
City, State, Zip Code	Addison, IL 60101
Telephone Number	630-627-6163 Ext 113
Email Address	j.vazquez@blites.com
Bid Contact Person	Joseph Vazquez



### **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: 5/16/2024

Bid/Contract/PO #: BID 24-065-DOT

Company Name: Barricade Lites, Inc.	Company Contact: Joseph Vazquez
Contact Phone: 630-627-6163 Ext 113	Contact Email: j.vazquez@blites.com

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

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

$\checkmark$	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.

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

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

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

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

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

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

I hereby	, acknowl	ledge that	l have recei	ved,	have read	, and u	understand	these requ	irements.
----------	-----------	------------	--------------	------	-----------	---------	------------	------------	-----------

Authorized Signature	Signature on File
Printed Name	Joseph Vazquez
Title	President
Date	5/16/2024

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



### Transportation Requisition \$30,000 and Over

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

File #: DT-P-0039-24 Agenda Date: 6/4/2024 Agenda #: 7.D.

# AWARDING RESOLUTION ISSUED TO HARD ROCK CONCRETE CUTTERS, INC. TO PROVIDE SIDEWALK CUTTING AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED \$45,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Hard Rock Concrete Cutters, Inc., to provide sidewalk cutting, as needed for the Division of Transportation, for the period June 11, 2024 through June 10, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide sidewalk cutting, as needed for the Division of Transportation, for the period June 11, 2024 through June 10, 2025, is hereby approved for issuance to Hard Rock Concrete Cutters, Inc., 601 Chaddick Drive, Wheeling, Illinois 60090, for a contract total not to exceed \$45,000.00.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION		
General Tracking		Contract Terms		
FILE ID#: RFP, BID, QUOTE OR RENEWAL #: MPI Bid #2022-23		INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,900.00	
COMMITTEE: TARGET COMMITTEE DATE: 06/04/2024		PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$159,900.00	
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL	
Vendor Information		Department Information		
VENDOR: Hard Rock Concrete Cutters, Inc.	VENDOR #: 11048	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas	
VENDOR CONTACT: Luis Diaz	VENDOR CONTACT PHONE: 224-443-3119	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty. gov	
VENDOR CONTACT EMAIL: luis@hrccinc.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-46		

### Overview

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

DOT is requesting a purchase order to Hard Rock Concrete Cutters to provide sidewalk saw cutting on an as-needed basis. This contract will be effective from June 11, 2024, through June 10, 2025, for a contract total not to exceed \$45,000.00, per the municipal partnering initiative (MPI) bid #2022-23. Upon mutual agreement, this contract is subject to a second of three renewals for a one-year term.

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

To rehabilitate and restore the sidewalk throughout DuPage County and to ensure accessibility by all users in accordance with the County's adopted ADA Transition Plan.

	SECTION 2: DECISION MEMO REQUIREMENTS
DECISION MEMO NOT REQUIRED RENEWAL	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.

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

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	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: Purch	nase Requisition Informat	ion	
Send Purc	hase Order To:	Send	d Invoices To:	
Vendor: Hard Rock Concrete Cutters, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable	
Attn: Luis Diaz	Email: luis@hrccinc.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov	
Address: 601 Chaddick Drive	City: Wheeling	Address: 421 N. County Farm Road	City: Wheaton	
State:	Zip: 60090	State:	Zip: 60187	
Phone: 224-443-3119	Fax:	Phone: 630-407-6892	Fax:	
Send Payments To:		Ship to:		
Vendor: Hard Rock Concrete Cutters, Inc.	Vendor#:	Dept: Division of Transportation	Division: Highway Maintenance	
Attn:	Email:	Attn: Email: david.koehler@dupagecou		
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton	
State:	Zip:	State:	Zip: 60187	
Phone:	Fax:	Phone: 630-407-6926	Fax:	
Shipping		Contract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Jun 10, 2025	

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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		MPI Sidewalk Saw Cutting	FY24	1500	3510	53320		44,000.00	44,000.00
2	1	EA		MPI Sidewalk Saw Cutting	FY25	1500	3510	53320		1,000.00	1,000.00
FY is required, ensure the correct FY is selected. Requisition Total \$					\$ 45,000.00						

	Comments				
HEADER COMMENTS	Provide comments for P020 and P025.				
	To provide sidewalk saw cutting for DuPage County Jurisdictions, per Municipal Partnering Initiative (MPI) Village of Lombard bid #2022-23.				
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.				
	Email Approved PO to: Luis Diaz, Mike Figuray, Jason Walsh and David Koehler.				
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.				

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### VILLAGE OF LOMBARD

# 2022 SIDEWALK SAW CUTTING PROGRAM Bid Tabulation

	10:00 AM MENT # RFB 2022-23	NAME & ADDRESS OF				crete Cutters, INC.	L	ruction Services, LC Street, Suite D
	MENT NAME: alk Saw Cutting	BIDDER	CONTRACT QUANTITIES Wheeling, Illinois 60090  Notes		Illinois 60090	Burr Ridge, IL 6027		
	<b>_</b>							
NO	ITEM		QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Lombard(Zones 4, 5, & 6)		Square	400	39.83	\$15,932.00	56.00	\$22,400.00
2	Bartlett		Square	850	39.83	\$33,855.50	56.00	\$47,600.00
3	Bensenville		Square	200	39.83	\$7,966.00	56.00	\$11,200.00
4	Elmhurst		Square	500	39.83	\$19,915.00	56.00	\$28,000.00
5	West Chicago		Square	400	39.83	\$15,932.00	56.00	\$22,400.00
6	Wheaton		Square	280	39.83	\$11,152.40	56.00	\$15,680.00
7	Woodridge		Square	1,300	39.83	\$51,779.00	56.00	\$72,800.00
8	DuPage County		Square	650	39.83	\$25,889.50	56.00	\$36,400.00
GRAN	D TOTAL					\$182,421.40		\$256,480.00

Prepared by: Mike Spolar, Village Engineer, 05/05/2022



### 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 Hard Rock Concrete Cutters Inc. located at 601 Chaddick Drive, Wheeling IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-SIDEWALK SAW CUTTING which became effective on 6/8/2022 and which expired 3/31/2024. The contract is subject to a final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 6/10/2025.

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 adjustment of 2% effective 6/11/2024, as specified in the original contract.

CONTRACTOR	THE COUNTY OF DUPAGE		
Signature on File			
SIGNATURE	SIGNATURE		
Lisa Crilly	Brian Rovik		
PRINTED NAME	PRINTED NAME		
Corporate Secretary	Buyer I		
PRINTED TITLE	PRINTED TITLE		
5/30/2024			
DATE	DATE		

### **SCHEDULE OF PRICES**

### Village of Lombard, Illinois



Company Name: Hard Rock Concrete Cutters, Inc.

PROJECT

Address: 601 Chaddick Drive

City, State, Zip Code: Wheeling, IL 60090

2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB # 2022-23

Item No.	Community	ЕАСН	Estimated Quantity	Unit Price	Extended Price
1	Lombard (Zones 4, 5, & 6)	Square	400	\$ 39.83	\$ 15,932.00
2	Bartlett	Square	850	\$ 39.83	\$ 33,855.50
3	Bensenville	Square	200	\$ 39.83	\$ 7,966.00
4	Elmhurst	Square	500	\$ 39.83	\$ 19,915.00
5	West Chicago	Square	400	\$ 39.83	\$ 15,932.00
6	Wheaton	Square	280	\$ 39.83	\$ 11,152.40
7	Woodridge	Square	1300	\$ 39.83	\$ 51,779.00
8	DuPage County Division of Transportation	Square	650	\$ 39.83	\$ 25,889.50
	TOTAL				\$ 182,421.40

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

### GENERAL TERMS AND CONDITIONS

### 1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge. hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

### 2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (60) days from opening date.

### 3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

### 4. TERM

The term of this Agreement shall be one (1) year from the date of award. All participating parties reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

### 5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.



### **Required Vendor Ethics Disclosure Statement**

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

Date: 4/30/2024

Bid/Contract/PO #: Bid#22

Company Name: Hard Rock Concrete Cutters, Inc.	Company Contact: Lisa Crilly
Contact Phone: 847-850-7714	Contact Email: lisa@hrccinc.com

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

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

$\checkmark$	NONE (check here) - If no cont	ributions have been made			
	Recipient		Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

_								
$\mathcal{L}$	NONE	(check	here) ·	- If no	contacts	have	been	made

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

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

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

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

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

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

I hereby acknowledge th	at I have received.	. have read, and ur	nderstand these	requirements.

Authorized Signature	Signature on File
Printed Name	Lisa Crilly
Title	Corporate Secretary
Date	April 30, 2024

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

# COUNTY OF SUPPACES

### Transportation Requisition \$30,000 and Over

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

File #: DT-P-0040-24 Agenda Date: 6/4/2024 Agenda #: 7.E.

AWARDING RESOLUTION ISSUED TO MAC'S BODY SHOP, INC.
TO PROVIDE AUTO BODY REPAIRS AS NEEDED
FOR THE DIVISION OF TRANSPORTATION AND SHERIFF'S OFFICE
(CONTRACT TOTAL NOT TO EXCEED \$79,900.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Mac's Body Shop, Inc., to provide auto body repairs, as needed for the Division of Transportation and the Sheriff's Office, for the period June 14, 2024 through June 30, 2025.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide auto body repairs, as needed, for the period June 14, 2024 through June 30, 2025, is hereby approved for issuance to Mac's Body Shop, Inc., 652 West Lake Street, Addison, Illinois 60101, for a contract total amount not to exceed \$79,900.00, per lowest responsible bid #23-071-DOT, first of three renewals. (Division of Transportation \$29,900.00 and Sheriff's Office \$50,000.00).

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

	SECTION 1:	DESCRIPTION					
General Tracking		Contract Terms					
#23-071-DOT  COMMITTEE: TARGET COMMITTEE DATE:  TRANSPORTATION 06/04/2024  CURRENT TERM TOTAL COST:  \$79,900.00		INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$79,900.00  CONTRACT TOTAL COST WITH ALL RENEWALS: \$319,600.00  CURRENT TERM PERIOD: FIRST RENEWAL				
		PROMPT FOR RENEWAL: 3 MONTHS					
		MAX LENGTH WITH ALL RENEWALS: FOUR YEARS  Department Information					
VENDOR:  VENDOR:  Mac's Body Shop Inc.  VENDOR CONTACT:  John McNicholas  VENDOR CONTACT PHONE:  630-462-1455		DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas				
		DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.				
VENDOR CONTACT EMAIL: macsbs@aol.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-44					

### 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 Mac's Body Shop, to provide automotive body repairs for the DOT and the Sheriff's Office. Effective on July 1, 2024 through June 30, 2025, for a contract total not to exceed \$79,900.00 (DOT in the amount of \$29,900.00 and Sheriffs in the amount of \$50,000.00), per low bid #23-071-DOT.

- Body Labor \$52
- Paint Labor \$52
- Paint & Supplies \$33
- Mechanical \$80
- Frame Work \$80
- Towing Charges (one-way) \$125
- Discount (5%) off list price.

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

Automotive body repair services are needed to repair damaged to County owned behicles for the DOT and Sheriff's under the responsibility of the Division of Transportation.

SECTION 2: DECISION MEMO REQUIREMENTS					
DECISION MEMO NOT REQUIRED RENEWAL	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.				

	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).							

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	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.							

Send F	Purchase Order To:	Send Invoices To:				
Vendor:	Vendor#:	Dept: Division of Transportation	Division:			
Mac's Body Shop Inc.	10197		Accounts Payable			
Attn:	Email:	Attn:	Email:			
John McNicholas	macsbs@aol.com	Kathy Curcio	DOTFinance@dupagecounty.gov			
Address:	City:	Address:	City:			
652 W. Lake Street	Addison	421 N. County Farm Road	Wheaton			
State:	Zip:	State:	Zip:			
IL	60101		60187			
Phone: 630-462-1455	Fax:	Phone: 630-407-6892	Fax:			
Sen	nd Payments To:	Ship to:				
Vendor:	Vendor#:	Dept: Division of Transportation	Division:			
Mac's Body Shop Inc.	10197		Fleet			
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov			
Address:	City:	Address:	City:			
same address as above.		180 N. County Farm Road	Wheaton			
State:	Zip:	State:	Zip: 60187			
Phone:	Fax:	Phone: 630-407-6931	Fax:			
	Shipping	Cor	ntract Dates			
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):			
PER 50 ILCS 505/1	Destination	Jul 1, 2024	Jun 30, 2025			

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	Purchase Requisition Line Details										
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Auto Body Repairs	FY24	1500	3520	53380		14,950.00	14,950.00
2	1	EA		DOT - Auto Body Repairs	FY25	1500	3520	53380		14,950.00	14,950.00
3	1	EA		Sheriff's - Auto Body Repairs	FY24	1000	4400	53380		25,000.00	25,000.00
4	1	EA		Sheriff's - Auto Body Repairs	FY25	1000	4400	53380		25,000.00	25,000.00
FY is required, assure the correct FY is selected.  Requisition Total							\$ 79,900.00				

	Comments					
HEADER COMMENTS	Provide comments for P020 and P025.					
	To provide Automotive Body Repairs for the DOT Fleet & Sheriff's Office for a one-year term.					
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.					
	Email Approved PO to: John McNicholas, William Bell and Mike Figuray.					
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.					
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.					

The following documents have been attached:	W-9	✓ Vendor Ethics Disclosure Statement
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### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT BID TABULATION

									٧		
				Al Piemonte Ford Sales			Mac's Body Shop Inc.			op Inc.	
NO.	ITEM	UOM	QTY		PRICE	E	XTENDED PRICE		PRICE	E	XTENDED PRICE
SECTION	ON 1: Automotive Body Repair										
1	Body Labor	HR	250	\$	60.00	\$	15,000.00	\$	52.00	\$	13,000.00
2	Paint Labor	HR	100	\$	60.00	\$	6,000.00	\$	52.00	\$	5,200.00
3	Paint and Suplies	HR	100	\$	39.00	\$	3,900.00	\$	33.00	\$	3,300.00
4	Mechanical	HR	100	\$	165.00	\$	16,500.00	\$	80.00	\$	8,000.00
5	Frame	HR	50	\$	95.00	\$	4,750.00	\$	80.00	\$	4,000.00
6	Towing Charge	1-way	20	\$	250.00	\$	5,000.00	\$	125.00	\$	2,500.00
SECTION	ON 2: Automotive Motor Crash Guide										
NO.	ITEM	EST.	VALUE		MARK-UP SCOUNT	E.	XTENDED PRICE		MARK-UP ISCOUNT	E	XTENDED PRICE
7	Annual Expected Expenditure	\$10,0	00.00	-	30.00%	\$	7,000.00		-5.00%	\$	9,500.00
	тоти	AL: AUTO	MOTIVE	вог	Y REPAIR	\$	58,150.00			\$	45,500.00

Al Piemo						Fo	rd Sales	Mac's Body Shop Inc.		
SECTION	ON 3: Heavy-Duty Body Repair						Ш			
NO.	ITEM	UOM	QTY	PRICE EXTENDED PRICE				PRICE	EXTENDED PRICE	
8	Body Labor	HR	100	\$	65.00	\$	6,500.00	No Bid		
9	Paint Labor	HR	40	\$	65.00	\$	<b>2,600.00</b> No Bid			
10	Paint and Suplies	HR	40	\$	42.00	<b>\$ 1,680.00</b> No Bid			Bid	
11	Mechanical	HR	50	\$	185.00	\$	7,400.00	No Bid		
12	Frame	HR	40	\$	95.00	\$	3,800.00	No Bid		
13	Towing Charge	1-way	6	\$	400.00	\$	2,400.00	No Bid		
SECTION	ON 4: Heavy-Duty Motor Crash Guide				<u> </u>					
NO.	ITEM	EST. V	EST. VALUE  % MARK-UP DISCOUNT			E	KTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE	
14	Annual Expected Expenditure	\$10,000.00 <b>-30.00%</b>			30.00%	\$	7,000.00	No	Bid	
	TOTAL: HEAVY-DUTY BODY REPAIR					\$	31,380.00		\$ -	

Bid C	pening 5/11/2023 @ 2:30 PM	VC, NE
	Invitations Sent	21
Total Ve	ndors Requesting Documents	0
	Total Bid Responses	2

NOTES

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

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

**PRICE** 

**EXTENDED PRICE** 

QTY

NO.

ITEM

**SECTION 1**: Automotive Body Repair

UOM

1	Body Labor	HR	250	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 52.00	\$ 5,200.00
3	Paint and Supplies	HR	100	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 80,00	\$ 8,000.00
5	Frame	HR	50	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 125.00	\$ 2,500.00
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
	N 2 - Automotive Motor a percentage markup or			Motor Crash Guide.	
7	Annual Expected Expe	enditure	\$10,000	+10 - 5.00 %	\$-500,00
				+/6 - 5.00 % TOTAL SECTION 1 & 2	\$ 35,500.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTIO	N 3 - Heavy-Duty Body	Repair			
8	Body Labor	HR	100	\$	\$
9	Paint Labor	HR	40	\$	\$
10	Paint and Supplies	HR	40	\$	\$
11	Mechanical	HR	50	\$	\$
12	Frame	HR	40	\$	\$
13	Towing Charge	1-way	6	\$	\$
<b>Section</b> Provide	4 - Heavy-Duty Motor C a percentage markup or	rash Guid	e off list price in the I	Motor Crash Guide.	
NO. ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE	
14	Annual Expected Expe	enditure	\$10,000	+/- %	\$
				TOTAL SECTION 3 & 4	\$
				GRAND TOTAL	\$

### **SECTION 8 - BID FORM SIGNATURE PAGE**

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

Signature on File

**CORPORATE SEAL** (If available)

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

Subscribed and sworn to before me this 4th day of \_

Signature on File

My Commission Expires:

( (HORALY LADIO)

MAYTE N BAUTISTA- ALMORA Official Seal Notary Public - State of Illinois My Commission Expires May 14, 2025

SEAL

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

### **CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:		
NAME	John McNicholas	NAME	Macs Boly Shop	
CONTACT	John	CONTACT	John O	
ADDRESS	652 W. Lake St.	ADDRESS	652 W. Lake St.	
CITY ST ZIP	Addison 12 60101	CITY ST ZIP	Addison, 12 60101	
TX	630-462-1455	TX	630-462-1455	
FX	630-396.2242	FX	630-394-2242	
EMAIL	Macs BOODL. Com	EMAIL	Mac3BS@AOL.com	
COUNTY BUT	TO INCORMATION!	COLINITY CHIE	P TO INFORMATION:	
COUNTY BILL TO INFORMATION:		COUNTYSHIP	PIO INFORMATION:	
DuPage County		DuPage Count	y	
Division of Transportation		Fleet Maintenance Building		
421 North County Farm Road		180 North County Farm Road		
Wheaton, IL 60187		Wheaton, IL 60187		
TX: (630) 407-6900		TX: (630) 407-6931		
EMAIL: DOTFinance@dupageco.org		EMAIL: William Bell@dupageco.org		

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



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Mac's Body Shop Inc., located at 652 W. Lake Street, Addison, IL 60101, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-071-DOT which became effective on 6/14/2023 and which will expire 6/30/2024. 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 6/30/2025.

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

CONTRACTOR

### THE COUNTY OF DUPAGE

# Signature on File

Town Mc Violaglace	SIGNATURE
30 1 11 1000103	Brian Rovik
PRINTED NAME	PRINTED NAME
	Buyer I
PRINTED TITLE	PRINTED TITLE
4-74-24	
DATE	DATE



# **Required Vendor Ethics Disclosure Statement**

	Date:
Bid/Contract/PO #	

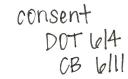
100,000	County's	complete a	nd return this	form may result in a	delay or cancellation of th	ne	Da	ate:
	county s	Contractual	Obligation.				/Contract/PO #:	
Company		hes Bo	ely Sho	P	Company Contact:	FOLM	-	
Contact	Phone:	030-0	162-1455	1630-543-	Contact Email:		@ not. Con	^
The DuPac	no Count	. 0		5650				1
1 Every con	je County	Procuren	nent Ordinar	nce requires the	following written disc	closures prio	r to award:	
more indi	vidual con	tracts with th	or that is seeki	ng or has previously	obtained a contract, cha	ange orders to	one (1) or more cor	ntracts, or two (2) o
contributi	ons made	by such con	tractor union	or wonder with to the	inent services Division a	written disclos	ure of all political (	campaign
member,	county boa	rd chairman	or countywic	la alastad efficial	e current and previous ca	alendar year to	any incumbent co	unty board
or vendor	shall upda	te such discl	osure annually	during the term of	hose office the contract t a multi-year contract and irement "contractor over	d prior to any c	viii benefit. The coi	ntractor, union
lobbvists.	agents cour	nty board. Fo	or purposes of	this disclosure requ	irement, "contract and	endor" includes	owners, officers, r	nanagers.
contractin	g person, a	and political	action commit	d underwriters cou	irement, "contractor or v nsel, subcontractors and ontracting person has ma	corporate entit	ies under the cont	rol of the
/			detion commi	itees to which the c	ontracting person has ma	ade contributio	ns.	
$\checkmark$								
NONE (	heck here	) - If no con	tributions hav	ve been made				
Recipier	nt		Donor		Description (e.g. cash, ty	pe of item in-		
			-		kind services, etc.)	p = 0. 1.c.11, 111	Amount/Value	Date Made
2. All contra	ctors and	vendors who	have obtains	d or ore sold				
their lobb	yists, agen	ts and repre	sentatives and	all individuals who	ntracts with the county share or will be having con	nall disclose the	names and contac	ct information of
the contra	actor bid a	nd shall upd	ate such disclo	sure with any chan	are or will be having con ges that may occur.	itact with coun	ty officers or emplo	yees in relation to
/					, , , , , , , , , , , , , , , , , , , ,			
Lobbyist	Agonte a	- If no cont	acts have bee	n made	-			
OL MIII DE	e having co	intact with c	ounty officers	l individuals who are or employees in				
relation t	to the cont	ract or bid		or employees in	Telephone	Email		
A contracto	r or vendo	r that knowi	naly violates th	nese disclosure reco				
the immedi	ate cancell	ation of the	contract and p	ossible disbarment	uirements is subject to pe from future county cont	enalties which n	nay include, but ar	e not limited to,
continuing	• If in	e is require	d, and I agree	to update this disc	closure form as follows:			
	• 30 d	lays prior to	the optional re	enewal of any contra	nge, or prior to county ac	tion, whichever	is sooner	
	<ul><li>Ann</li></ul>	ual disclosu	e for multi-vea	ar contracts on the	anniversary of said	, et		
	VVICI	arry reques	cior change of	raer except those is	sued by the county for ac	ministrative ac	diustments	
The full tex	it for the c	ounty's eth	ics and procui	rement policies	al a sult.	ble at:	, Joseph Company	
nttp://www	.dupageco	unty.gov/go	vernment/cou	unty board/ethics	at the county/	ore ut.		
I hereby ac	knowledg	e that I bav	e received, ha	ve read. and und	rstand those requireme	nts.		
Authorized	Signature	Sig	gnatu	re on l	File			
Printed Nam	ne	1	Mola	My cho	18			
Title		$\vee$	.P.					
Date		11-	- 11	011				

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

## Change Order



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







Date:	May 20, 20
MinuteTraq (IQM2) ID #:	

Purchase Order #	#: 4284-1-SERV Origin	nal Purchase Dec 3, 2019	Change Order #: 7	Department: D	ivision of Transportation
Vendor Name: At	tlas Engineering Group, Ltd	d.	Vendor #: 32246	Dept Contact: 8	Bill Eidson
Background and/or Reason for Change Order Request:  Professional Preliminary/Design Engineering Services, upon request (Various Locations). Section #20-DEENG-04-EG Extend contract expiration date to October 31, 2024, and last invoice allowed date to Nov 30, 2025.  No change in contract encumbrance.					
		IN ACCORDANCE V	VITH 720 ILCS 5/33E-9		
(A) Were not r	easonably foreseeable at t	he time the contract was sig	gned.		
	e is germane to the origina	_			
(C) Is in the be	st interest for the County o	of DuPage and authorized b	y law.		
		INCREAS	E/DECREASE		
A Starting con					\$250,000.00
B Net \$ chang	e for previous Change Ord	ers			
C Current con	tract amount (A + B)				\$250,000.00
D Amount of t	his Change Order	Increase	Decrease		
E New contrac	t amount (C + D)				\$250,000.00
F Percent of cu	urrent contract value this C	hange Order represents (D	/ C)		0.00%
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)			0.00%		
		DECISION MEM	O NOT REQUIRED	and the second s	
Cancel entire of	order	Close Contract	Contract Extension (2	9 days)	Consent Only
Change budget code from: to:					
Increase/Decre	ease quantity from:	to:			The state of the s
Price shows:		should be:	_		
Decrease remaining encumbrance and close contract  Increase encumbrance Decrease encumbrance Increase encumbrance Decrease encumbrance Increase encumbrance					
		DECISION ME	MO REQUIRED		
	er than 29 days) contract e	xpiration from: Jun 30, 2	024 to: Oct 31, 2024		
Increase ≥ \$2,5	00.00, or ≥ 10%, of current	contract amount Fund	ling Source	-	
OTHER - explain					
			1100	1.0	20 - / ;
kbc Prepared By (Initial)	6892	May 20, 2024	WCE		190 5/21/2024
Prepared by (initial)	s) Phone Ex	t Date	Recommended for Approval	(Initials) Phone	Ext Date '
		REVIEWED BY	(Initials Only)		
					5/21/2021
Buyer		Date	Procurement Officer		Date Date
Chief Financial Offic	ar		Chairman's Off:		
(Decision Memos O		Date	Chairman's Office	000)	D-+-



### **Decision Memo**

### **Procurement Services Division**

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

Date:	May 20, 2024
File ID #:	
Purchase Order #:	4284-1-SERV

Requesting Department: Division of Transportation	Department Contact: Daniel Nowak
Contact Email: dan.nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Atlas Engineering Group, Ltd.	Vendor #: 32246

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

The Professional Preliminary/Design Engineering Services, upon request (Various Locations), contract 4284-1-SERV issued to Atlas Engineering Group, Ltd., Section #20-DEENG-04-EG expires on June 30, 2024. An extension of time until October 31, 2024 is recommended.

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

The DOT has determined that projects currently under design by Atlas Engineering Group, Ltd. require additional time for completion. Atlas Engineering is in the best position to complete the outstanding work orders at the lowest cost to the County. Therefore an extension of time is the recommended course of action.

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

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

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

An extension of time to October 31, 2024, with no change in the contract amount is the recommended course of action since Atlas Engineering Group, Ltd. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

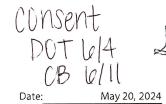
No change in contract encumbrance.

## Change Order



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

File #: 24-1666 Agenda Date: 6/4/2024 Agenda #: 8.B.







### **Request for Change Order**

**Procurement Services Division** 

Attach copies of all prior Change Orders

MinuteTraq (IQM2) ID #:

		-		T	
Purchase Order	t: 5808-1-SERV Original P Order Dat	urchase May 10, 2022 e:	Change Order #: 2	<b>Department:</b> Di	vision of Transportation
Vendor Name: Atlas Engineering Group, LTD     Vendor #: 32246         Dept Contact: K.				athleen Black Curcio	
Background and/or Reason for Change Order Request:  Background and/or Reason for Change Order Request:  Draw Structural Engineering Services, upon request, (Various Locations), Section #22-STENG-04-EG Extend contract expiration date to May 31, 2025, and last invoice allowed date to Nov 30, 2025.					
		IN ACCORDANCE W	/ITH 720 ILCS 5/33E-9		
(A) Were not r	easonably foreseeable at the ti	me the contract was sig	ned.		
(B) The chang	e is germane to the original cor	ntract as signed.			
(C) Is in the be	est interest for the County of Du				
		INCREASE	DECREASE		
A Starting cor	ntract value				\$350,000.00
B Net \$ chang	ge for previous Change Orders				
C Current con	tract amount (A + B)				\$350,000.00
D Amount of	this Change Order	Increase	Decrease		
E New contra	ct amount (C + D)				\$350,000.00
F Percent of c	urrent contract value this Chan	ge Order represents (D ,	/ C)		0.00%
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)			0.00%		
		DECISION MEM	O NOT REQUIRED		
Cancel entire order Close Contract Contract Contract Extension (29 days) Consent Only					
Change budget code from: to:					
Increase/Decrease quantity from: to:					
Price shows: should be:					
	Decrease remaining encumbrance and close contract Decrease encumbrance Increase encumbrance Increase encumbrance				
DECISION MEMO REQUIRED					
Increase (grea	ter than 29 days) contract expir	ation from: Nov 30, 2	2024 to: May 31, 2025		
Increase ≥ \$2,	500.00, or ≥ 10%, of current cor	itract amount Func	ling Source		
OTHER - explai	in below:	_			
			1		0 / 7
kbc	6892	May 20, 2024	WCE	60	1 10027
Prepared By (Initia	lls) Phone Ext	Date	Recommended for Approva	al (Initials) Phone	Ext Date
	REVIEWED BY (Initials Only)				
					5/22/2021
Buyer		Date	Procurement Officer		Date
Chief Financial Off	icar		Chairman's Office	pulmanum and a second a second and a second	
(Decision Memos		Date	(Decision Memos Over \$25	5,000)	Date



### **Decision Memo**

### **Procurement Services Division**

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

Da	te: May 20,	202
File	D #:	
Purchase Order #:	5808-1-	SER'

Requesting Department: Division of Transportation	Department Contact: Nils Jordahl
Contact Email: Nils.jordahl@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Atlas Engineering Group, Ltd.	Vendor #: 32246

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

The Professional Structural Engineering Services, upon request (Various Locations), contract 5808-1-SERV issued to Atlas Engineering Group, Ltd., Section #22-STENG-04-EG expires November 30, 2024. An extension of time until May 31, 2025 is recommended.

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

Atlas Engineering Group, Ltd. is currently engaged in open work orders relating to improvements to the Volunteer Bridge (22-00316-02-BR), and repair and replacement of various retaining walls (23-RETWL-04-MS). These projects require additional time for stakeholder coordination and completion of design. Therefore, an extension of time is the recommended course of action.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 23 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and minority/women owned business participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Atlas Engineering Group, Ltd. is qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to May 31, 2025, with no change in the contract amount is the recommended course of action since Atlas Engineering Group, Ltd. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

No change in contract encumbrance.

## Change Order



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

**File #: 24-1667 Agenda Date:** 6/4/2024 **Agenda #:** 8.C.







### **Request for Change Order**

### **Procurement Services Division**

Attach copies of all prior Change Orders

Date:	May 20, 2024
 MinuteTraq (IQM2) ID #:	

Purchase Orde	r #: 5776-1-SERV Original Order Da	Purchase Apr 26, 2022	Change Order #: 3	Department: D	Division of Transportation
Vendor Name:	H.W. Lochner, Inc.		<b>Vendor #:</b> 12406	Dept Contact: E	Bill Eidson
Background and/or Reason for Change Order Request:	Extend contract expiratio		oon request (Various Locati 2025, and last invoice allov		
		IN ACCORDANCE	WITH 720 ILCS 5/33E-9		
(A) Were no	reasonably foreseeable at the	time the contract was sig	gned.		
(B) The chan	ge is germane to the original c	ontract as signed.			
(C) Is in the I	pest interest for the County of I	DuPage and authorized b	y law.		
		INCREAS	E/DECREASE		
A Starting co	ontract value		,		\$350,000.00
B Net \$ char	nge for previous Change Order	S			\$245,000.00
C Current co	entract amount (A + B)				\$595,000.00
D Amount o	f this Change Order	Increase	Decrease		
E New contr	act amount (C + D)				\$595,000.00
F Percent of	current contract value this Cha	ange Order represents (D	/ C)		0.00%
G Cumulativ	e percent of all Change Orders	(B+D/A); (60% maximum or	n construction contracts)		70.00%
		DECISION MEN	10 NOT REQUIRED		
Cancel entire	e order (	lose Contract	Contract Extension (	29 days)	Consent Only
Change bud	get code from:		to:		
Increase/Dec	crease quantity from:	to:			
Price shows:		should be:			
Decrease rer	naining encumbrance 🖂 li	ncrease encumbrance nd close contract	Decrease encun	nbrance	Increase encumbrance
		DECISION M	EMO REQUIRED		
☐ Increase (gre	ater than 29 days) contract exp	piration from: Nov 30,	2024 to: Oct 31, 2025		The state of the s
☐ Increase ≥ \$2	2,500.00, or ≥ 10%, of current co	ontract amount  Fun	ding Source	<del></del>	
OTHER - expl					
				<i>a</i> .	
kbc	6892	May 20, 2024	WCE		90 5/21/2024
Prepared By (Init	ials) Phone Ext	Date	Recommended for Approva	al (Initials) Phon	e Ext Date
		REVIEWED B	Y (Initials Only)		
			$\mathcal{S}$		5/27/2016
Buyer		Date	Procurement Officer		Date
		24.0	. Total emerit officer		Dute
Chieffinanistato	CC:		Chairman L Offi		
Chief Financial O		Date	Chairman's Office (Decision Memos Over \$25	5 000)	Date



### **Decision Memo**

### **Procurement Services Division**

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

Date:	May 20, 2024
Fila ID #	

Purchase Order #: 5776-1-SERV

Requesting Department: Division of Transportation	Department Contact: Nils Jordahl
Contact Email: nils.jordahl@dupagecounty.gov	Contact Phone: 6900
Vendor Name: HW Lochner, Inc.	Vendor #: 12406

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

Professional Structural Engineering Services, upon request (Various Locations), contract 5776-1-SERV issued to HW Lochner, Inc., Section 22-STENG-05-EG expires November 30, 2024. An extension of time until October 31, 2025 is recommended.

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

HW Lochner, Inc. is currently engaged in an open work order relating to CH 4/Bloomingdale Road over Chicago, Central & Pacific Railroad Bridge Replacement (22-00184-12-BR). This project requires additional time for railroad coordination and completion of design. Therefore, an extension of time is the recommended course of action.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 23 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and minority/women owned business participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner, Inc., is qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025, with no change in the contract amount is the recommended course of action since HW Lochner, Inc. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

No change in contract encumbrance.

### Transportation Resolution



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

# AWARDING RESOLUTION TO SEBERT LANDSCAPING COMPANY FOR THE 2024-2025 HIGHWAY VEGETATIVE MAINTENANCE PROGRAM SECTION 24-LSMTC-05-LS (ESTIMATED COUNTY COST: \$484,297.50)

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 2024-2025 Highway Vegetative Maintenance Program, Section 24-LSMTC-05-LS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024-2025 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:

NAME BID AMOUNT

Sebert Landscaping Co. \$484,297.50

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Sebert Landscaping Company for their submission of the lowest, most responsible bid in the amount of \$484,297.50.

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 Sebert Landscaping Company, 1550 West Bartlett Road, Bartlett, Illinois 60103 for their bid of \$484,297.50; and

File #: DT-R-0024-24	<b>Agenda Date:</b> 6/4/2024	Agenda #: 9.A.
	OLVED, that the Chair and Clerk of the the aforesaid contract with Sebert Land	
Enacted and appro	oved this 11th day of June, 2024 at Wheat	on, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	JEAN	N KACZMAREK, COUNTY CLERK

# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS



WHEATON, ILLINOIS 60187

PURCHAS	HASE ORDER NO.					Division of Transportation		ADDRESS	RESOLUTI	ON NUMBER
05/	20/2024	L		ADDRESS			ADDRESS			
	DATE			Wheaton, IL	60187		0.777 0.777 7			
FUND		ENCY	VENI	DOR NUMBER 16814		EXPIRATION DATE 11/30/2025	CITY, STATE, ZI	ST INVOICE DATE 11/30/2026		OB aton, IL
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		CRIPTION TY/CONTRACT		UNIT PRICE	EXTENSION
FY24-	1500-350	00-53320				2024-2025 Highway Vegatative M	laintenance P	rogram		200,000.00
FY25-	1500-350	00-53320				Section 24-LSMTC-05-LS				284,297.50
				. 1						
									TOTAL	\$484,297.50
REMIT TO:										
Sebert Land	dscapin	g Compa	ny 1550 W	lest Bartlett R	oad, Bartlett,	L 60103				
COMMITTEE		AL		DATE	_ DC	OT TO ISSUE FORMAL NOTICE TO PR	OCEED			
Transportation				01905/24	_	DO NOT SEND PO		Signature	on File	
County Board				0411124	_	HEADER COMMENTS  ***DOT-SEBERT-24-LSMTC-05-LS	S ***	DEPARTMENT APPROVAL		. 05/20/24 DATE

FORM PR770 REV. 1193

### DU PAGE COUNTY DIVISION OF TRANSPORTATION 1224 MAY 14 PM 2:01

OPENING OF PROPOSALS

DUPAGE COUNTY DIV. OF TRANSPORTATION

# Tuesday, May 14, 2024

Engineer's Estimate: \$486,205.00

2:00 PM

2024-2025 Highway Vegetative Maintenance Section 24-LSMTC-05-LS

BIDDER	1 1	BID AMOUNT
Sebert Landscape		5484, 297.50
		<u> </u>
` -		,

- √ Proposal includes the following: Addenda (if any)
  - Proposal (form BLR12200 & BLR 12201)

    - Cover page Proposal
    - o Signatures Local Agency Proposal Bid Bond (or Check)

0

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0

0

- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (may be submitted within 24 hours after the letting)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 Taxpayer Identification Number (may be submitted after the letting)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cos. Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

Notice to Bidders

Schedule of Prices

Contractor Certifications



### **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:			
d/Contract/PO #:	24-LSMTC-05-LS		

Company Name: Sebert Landscape	Company Contact: Shannon Hoban	
Contact Phone: 630-497-1000 ext. 3204	Contact Email: shannon@sebert.com	

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

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

Recipient	no contributions have bee	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

I hereby acknowledge Authorized Signature	Signature on File and these requirements.	
Printed Name	Steve Pearce	
Title	Vice President of Operations	
Date		
Attach additional shee	ts if necessary. Sign each sheet and number each page. Page of	(total number of pages)

### Transportation Resolution





File #: DT-R-0025-24 Agenda Date: 6/4/2024 Agenda #: 9.B.

# AWARDING RESOLUTION TO SEBERT LANDSCAPING COMPANY FOR THE 2024-2025 VARIOUS HIGHWAY LANDSCAPING PROGRAM SECTION 24-HWYLS-02-LS (ESTIMATED COUNTY COST: \$276,125.00)

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 2024-2025 Various Highway Landscaping Program, Section 24-HWYLS-02-LS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024-2025 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:

NAME BID AMOUNT

Sebert Landscaping Co. \$276,125.00 SemperFi Land, Inc. \$295,000.00

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Sebert Landscaping Company for their submission of the lowest, most responsible bid in the amount of \$276,125.00.

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 Sebert Landscaping Company, 1550 West Bartlett Road, Bartlett, Illinois 60103 for their bid of \$276,125.00; 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

File #: DT-R-0025-24	<b>Agenda Date:</b> 6/4/2024	Agenda #: 9.B.
	OLVED, that the Chair and Clerk of the te the aforesaid contract with Sebert Landson	
Enacted and appro	oved this 11th day of June, 2024 at Wheato	on, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK

# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS



WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.			REQUISITIONING AGENCY  DuPage County Division of Transportation					ADDRESS	RESOLUT	ION NUMBER
	/20/2024 DATE	1		421 N. County ADDRESS Wheaton, IL 6 CITY, STATE, ZIP			ADDRESS  CITY, STATE, Z	D		
FUND		ENCY	VEND	VENDOR NUMBER EXPIRATION DATE 16814 11/30/2025				ST INVOICE DATE 11/30/2026		FOB eaton, IL
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE		SCRIPTION DITY / CONTRACT		UNIT PRICE	EXTENSION
FY24	-1500-35	00-53320				2024-2025 Highway Landscaping	g Maintenance	Program		200,000.00
FY25	-1500-35	00-53320				Section 24-HWYLS-02-LS				76,125.00
	F									
					A					
									TOTAL	\$276,125.00
REMIT TO:										
Sebert Lan	dscapin	g Compa	ny 1550 W	est Bartlett Ro	ad, Bartlett, I	L 60103				
COMMITTEE	APPROV	AL		DATE	DC	T TO ISSUE FORMAL NOTICE TO PR	ROCEED	G:	T-1	
Transportation				06/05/24		DO NOT SEND PO		Signature	on File	
County Board				06/11/24		HEADER COMMENTS ***DOT-SEBERT-24-HWYLS-02-L	_S ***	Departivient approval		05/20/24 DATE

FORM PR770 REV. 1193

# DU PAGE COUNTY DIVISION OF TRANSPORTATION 2024 MAY 14 PM 2: 01

## **OPENING OF PROPOSALS**

Tuesday, May 14, 2024 2:00 PM

Various Highway Landscaping Section 24-HWYLS-02-LS

Engineer's Estimate: \$254,825.00

BIDDER	√	BID AMOUNT
Sebert Landscape		\$276,125.00
Semper Fl land, Inc.		\$276,125.00 \$295,000.00

 $\sqrt{\text{Proposal includes the following:}}$ 

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

Notice to Bidders

Proposal

Contractor Certifications

Signatures

- o Schedule of Prices
- o Local Agency Proposal Bid Bond (or Check)
- o Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- o BC 57 Affidavit of Availability (may be submitted within 24 hours after the letting)
- Vendor Ethics Disclosure Statement
- o three (3) references form
- o W-9 Taxpayer Identification Number (may be submitted after the letting)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment



# **Required Vendor Ethics Disclosure Statement**

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

	Jace
Bid/Contract/PO #:	24-HWYLS-02-LS

Company Name:	Sebert Landscaping	Company Contact:	Gary Stofcheck	
Contact Phone:	630-497-1000	Contact Email:	gary@sebert.com	

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

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

NONE (check here	) - If no contributions have bee	n made
Recipient	Donor	Description (e.g. cash, type of item, i

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							
X	NONE	(check	nere)	- If r	o contact	s have	been	made

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

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

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

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

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

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

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

Authorized Signature	Signature on File	
Printed Name	Gary Stofeheck	
Title	Vice President	
Date _	5/13/24	

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

# Transportation IGA



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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
BLOOMINGDALE TOWNSHIP
2024 PAVEMENT MAINTENANCE-(NORTH) PROGRAM
SECTION 24-PVMTC-22-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$2,366.60)

WHEREAS, the County of DuPage (hereinafter COUNTY) and Bloomingdale Township (hereinafter TOWNSHIP) are public agencies within the meaning of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, the COUNTY by virtue of its powers set forth in the Counties Code, 55 ILCS 5/5-1001 *et seq.*, and the Highway Code 605 ILCS 5/5-101 *et seq.*, and the TOWNSHIP, by virtue of its powers set forth in the Township Code, 60 ILCS 1/1-1 *et seq.* and the Highway Code, 605 ILCS 5/6/101 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2024 Pavement Maintenance (North) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Swift Road will be resurfaced from St. Charles Road to Collins Avenue; and

WHEREAS, the TOWNSHIP has requested that the COUNTY extend road resurfacing beyond the COUNTY Right-of-Way on multiple side streets along Swift Road within the TOWNSHIP, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement ("Agreement") has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the TOWNSHIP related to the WORK; and

WHEREAS, the Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Agreement; and

File #: DT-R-0026-24	<b>Agenda Date:</b> 6/4/2024	<b>Agenda #:</b> 10.A.
	LVED that one (1) certified original of the SHIP, by and through the Division of Tra	
Enacted and appro	oved this 11th day of June, 2024 at Wheat	on, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE

# AND BLOOMINGDALE TOWNSHIP HIGHWAY DEPARTMENT 2024 PAVEMENT MAINTENANCE - NORTH REGION SECTION NO. 24-PVMTC-22-GM

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and Bloomingdale Township (hereinafter referred to as the "TOWNSHIP"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 123 Rosedale Avenue, Bloomingdale, Illinois 60108. The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

#### RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2024 Pavement Maintenance North Program, Section No. 24-PVMTC-22-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Swift Road will be resurfaced from St. Charles Road to Collins Avenue and Medinah Road will be resurfaced from US 20 to IL 19(hereinafter "PROJECT ROADS"); and

WHEREAS, the TOWNSHIP has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROADS within the TOWNSHIP as part of the PROJECT; and

WHEREAS, the COUNTY and the TOWNSHIP desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the TOWNSHIP and the public; and

WHEREAS, the COUNTY and the TOWNSHIP desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1  $et\ seq.$ ).

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

#### 1.0 INCORPORATION

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

#### 2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and TOWNSHIP agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and TOWNSHIP agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROADS within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The TOWNSHIP has requested that the COUNTY extend the resurfacing beyond the right-of-way along several side streets (hereinafter "WORK").

The side streets to be resurfaced and distances from PROJECT ROADS edge of pavement are as follows:

•	Fullerton Avenue (@ Swift Road)	33	Ft	East
•	Broker Road (@ Medinah Road)	52	Ft	West
•	Woodview Drive (@ Medinah Road)	62	Ft	West
•	Temple Drive (@ Medinah Road)	38	Ft	West

2.4 The COUNTY has reviewed the TOWNSHIP's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

#### 3.0 RESPONSIBILITIES OF THE COUNTY

3.1. The COUNTY and TOWNSHIP agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the TOWNSHIP regarding the progress of the PROJECT and any problems encountered or changes recommended.

#### 4.0 RESPONSIBILITIES OF THE TOWNSHIP

- 4.1 The TOWNSHIP will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the TOWNSHIP's estimated cost of the WORK is approximately \$ 2,366.60. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
  - 4.2 The TOWNSHIP hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the TOWNSHIP property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The TOWNSHIP shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
  - 4.3 The TOWNSHIP shall agree to waive all local permit fees, if appliable for the PROJECT.
  - 4.4 The TOWNSHIP agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The TOWNSHIP agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the TOWNSHIP agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

#### 5.0 FUTURE MAINTENANCE

5.1. The TOWNSHIP agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROADS.

#### 6.0 GENERAL

6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.

- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or TOWNSHIP is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and TOWNSHIP representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the TOWNSHIP Engineer shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

OF DU

6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

#### 7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the TOWNSHIP, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
  - 7.1.1. The COUNTY and the TOWNSHIP acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify TOWNSHIP as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the TOWNSHIP, or any person or entity claiming a right through TOWNSHIP, or in the event of change in

the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

- 7.2. The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOWNSHIP'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The TOWNSHIP does not hereby waive any defenses or immunity available to it with respect to third parties.
  - The COUNTY and the TOWNSHIP acknowledge that the 7.2.1. TOWNSHIP has made no representations, assurances or guaranties regarding the TOWNSHIP'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the TOWNSHIP, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing TOWNSHIP'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of thisAGREEMENT or the parties rights and obligations provided for therein.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove TOWNSHIP'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the TOWNSHIP'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the TOWNSHIP and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

#### 8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

#### 9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

### Bloomingdale Township Highway Department

123 Rosedale Avenue,

Bloomingdale, Illinois 60108

ATTN: Bob Nogan

Director of Highway/Facilities

Phone: 630-529-5221

Email: highway@bloomingdaletownship.com

#### County of DuPage Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: William C. Eidson, P.E.

County Engineer/Acting Director of Transportation Engineer

Phone: 630-407-6900

Email: william.eidson@dupagecounty.gov

#### 10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

#### 11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

#### 12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.
- 12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

#### 13.0 GOVERNING LAW

- 13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

## 14.0 SEVERABILITY

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

7839

### 15.0 FORCE MAJEURE

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

(Remainder of Page Left Intentionally Blank)

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

COUNTY OF DU PAGE

BLOOMINGDALE TOWNSHIP Signature on File

Bob wogan Director of Highway/Facilities

ATTEST:

ATTEST:

Jean Kaczmarek, County Clerk

Print Name

#### EXHIBIT A

Bloomingdale Township Highway Department Resurfacing past County Right-of-Ways Cost Estimate

BLOOMINGDALE TOWNSHIP SIDE STREET QUANTITIES								
PAY ITEM	UNIT	FULLERTON AVE	BROKER ROAD	WOODVIEW DRIVE	TEMPLE DRIVE	TOTAL QUANTITY	UNIT	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	43	24	26	20	113	\$ 1.00	\$ 113.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL 4.75 N50	TON	3	20	F DU	240	8	\$ 82.50	\$ 660.00
HMA SURFACE COURSE, MIX "D", N70	TON		3	3	3	15	\$ 71.00	\$1,065.00
HMA SURFACE REMOVAL 2.5"	SQ YD	64 里	35	39	30 NO	168	\$ 2.70	\$ 453.00
THERMOPPLASTIC PAVEMENT MARKING – LINE 24"	FOOT	15	9000	0	S	15	\$ 5.00	\$ 75.00
7839 TOTL ESTIMATED COST \$ 2,							\$ 2,366.60	

# Transportation IGA

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



File #: DT-R-0027-24 Agenda Date: 6/4/2024 Agenda #: 10.B.

TRANSFER OF JURISDICTION OF CH 1/RIVER ROAD
FROM WARRENVILLE ROAD TO FERRY ROAD, AND CH 32/ WARRENVILLE ROAD FROM
WINFIELD ROAD TO RIVER ROAD, EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE
WEST BRANCH OF THE DUPAGE RIVER, FROM THE COUNTY OF DUPAGE TO THE CITY OF
WARRENVILLE AND ASSUMPTION OF ROUTINE MAINTENANCE ON WARRENVILLE ROAD
BRIDGE OVER THE WEST BRANCH OF THE DUPAGE RIVER AND CLARIFYING THE OWNERSHIP
AND MAINTENANCE RESPONSIBILITIES OVER CERTAIN MULTI-USE PATHS

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Warrenville (hereinafter referred to as CITY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road from Winfield Road to River Road that are collectively approximately 1.02 mi. in length (consisting of 2.53 lane miles), are currently a part of the County Highway System and under the jurisdiction of the COUNTY; and

WHEREAS, CH 1/River Road and said segment of CH 32/Warrenville Road no longer function as a county highway and primarily serve local traffic and access; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to transfer jurisdiction of CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and said segment of CH 32/Warrenville Road from Winfield Road to River Road, except the bridge conveying Warrenville Road over the West Branch of the DuPage River, from the COUNTY to the CITY; and

WHEREAS, the COUNTY and the CITY desire to clarify ownership of and maintenance responsibility over certain multi-use paths located within the CITY; and

WHEREAS, the 1970 Illinois Constitution Art. VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and the Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*) authorize the COUNTY and CITY to cooperate in the transfers and agreed responsibilities enumerated in this Intergovernmental Agreement ("AGREEMENT"); and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the CITY as a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 are authorized to enter into this AGREEMENT.

File #: DT-R-0027-24	Agenda Date: 6/4/2024	<b>Agenda #:</b> 10.B
		9

WHEREAS, the COUNTY and the CITY have prepared said AGREEMENT; and

WHEREAS, said AGREEMENT must be executed before the transfer of jurisdiction (See Exhibit A) and assumption of maintenance operations can occur.

NOW, THEREFORE, BE IT RESOLVED that the segment of CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road from Winfield Road to River Road that are collectively approximately 1.02 mi. in length (consisting of 2.53 lane miles), be hereby deleted from the County Highway System; and

BE IT FURTHER RESOLVED that the COUNTY shall assume Maintenance Operations on certain multi-use paths as referenced in the AGREEMENT; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign the attached AGREEMENT on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that the County Engineer, or his designee, is hereby authorized to accept and execute any documents necessary and pertinent to said jurisdictional transfer or land transfer, including the Quit Claim Deed to the CITY, acceptance of a permanent easement granted by the CITY to the COUNTY, and any other additional documents relating thereto, upon review of said documents by the State's Attorney's Office; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution, AGREEMENT and the corresponding Jurisdictional Transfer Agreements for CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road are collectively approximately 1.02 mi. in length (consisting of 2.53 lane miles), in its entirety be sent to the Illinois Department of Transportation, by and through the Division of Transportation, and one (1) original copy of this Resolution be sent to the CITY, also by and through the DuPage County Division of Transportation.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

	DEDOBALLA COMBON CHAIR
	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK
	,

#### RESOLUTION NO. R2024-27

# A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILLE AND THE COUNTY OF DUPAGE REGARDING THE MAINTENANCE AND OWNERSHIP OF CERTAIN PROPERTY

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the County of DuPage ("County") is an Illinois body corporate and politic; and

WHEREAS, the City and the County are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220 and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the City and the County desire to enter into an intergovernmental agreement ("Agreement") to transfer certain rights-of-way within the City from the County to the City, clarify the ownership of certain multi-use paths, and set forth the parties' respective maintenance responsibilities; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with the County;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

<u>SECTION 1</u>: <u>Recitals</u>. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

<u>SECTION 2</u>: <u>Approval of Agreement</u>. The Agreement with the County is hereby approved substantially in the form attached to this Resolution as *Exhibit A*, and in a final form to be approved by the City Administrator.

<u>SECTION 3</u>: <u>Execution</u>. The Mayor and City Clerk are authorized and directed to execute the Agreement and transmit executed and sealed copies to the County.

<u>SECTION 4</u>: <u>Effective Date</u>. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Voting record and signature page follows]

PASSED THIS 20th day of May, 2024.

AYES: Alds: Wilkie, Barry Weidner, Lockett, Davolos, and Kruckenberg

NAYS: Alds: Augustynowicz and Aschauer

ABSENT: None ABSTAIN: None

APPROVED THIS 20th day of May, 2024.

# Signature on File

MAYOR

ATTEST:

Signature on File

# **EXHIBIT A**

# **AGREEMENT**

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INTERGOVERNMENTAL AGREEMENT

BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF WARRENVILLE

FOR TRANSFER OF JURISDICTION OF

CH 1/RIVER ROAD FROM WARRENVILLE ROAD

TO FERRY ROAD, AND

CH 32/WARRENVILLE ROAD

FROM WINFIELD ROAD TO RIVER ROAD

EXCEPT FOR THE WARRENVILLE ROAD BRIDGE OVER THE

WEST BRANCH OF THE DUPAGE RIVER

FROM THE COUNTY OF DU PAGE TO THE CITY OF WARRENVILLE

AND

ASSUMPTION OF ROUTINE MAINTENANCE ON WARRENVILLE ROAD BRIDGE OVER THE WEST BRANCH OF THE DUPAGE RIVER

AND

CLARIFYING THE OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OVER CERTAIN MULTI-USE PATHS

This intergovernmental agreement ("AGREEMENT") is entered into this \_\_\_\_\_day of \_\_\_\_, 20\_\_\_, between the County of DuPage (hereinafter the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 and the City of Warrenville, an Illinois home rule municipality (hereinafter the "CITY"), with offices at 3S258 Manning Avenue, Warrenville, Illinois 60555. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

#### RECITALS

WHEREAS, CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and a segment of CH 32/Warrenville Road from Winfield Road to River Road that are collectively approximately 1.02 mi. in length (consisting of 2.53 lane miles), are currently a part of the County Highway System and under the jurisdiction of the COUNTY; and

WHEREAS, CH 1/River Road and said segment of CH 32/Warrenville Road no longer function as a County highway and primarily serve local traffic and access; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to transfer jurisdiction of CH 1/River Road from Warrenville Road to Ferry Road, in its entirety, and said segment of CH 32/Warrenville Road from Winfield Road to River Road, except the bridge conveying Warrenville Road over the West

Branch of the DuPage River (hereinafter the "BRIDGE"), from the COUNTY to the CITY; and

WHEREAS, the COUNTY and the CITY desire to clarify ownership of and maintenance responsibility over certain multiuse paths located within the CITY; and

WHEREAS, the 1970 Illinois Constitution Art. VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Local Government Property Transfer Act (50 ILCS 605/0.01  $dt\ seq.$ ) authorize the COUNTY and CITY to cooperate in the transfers and agreed responsibilities enumerated in this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the above-stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and the CITY formally covenant, agree, and bind themselves as follows to wit:

- JURISDICTIONAL TRANSFER. The COUNTY agrees to delete from 1. the County Highway System and transfer jurisdiction, as is, and the CITY agrees to add to the CITY's system and accept jurisdiction, as is, of CH 1/River Road from Warrenville Road to the north edge of pavement of Ferry Road, in its entirety, that is approximately 0.80 mile in length, consisting of 1.67 line miles and CH 32/Warrenville Road from River Road to the west edge of pavement of Winfield Road exclusive of the BRIDGE, that is approximately 0.16 mile in length, consisting of 0.68 lane miles, including all existing roadway surface, sidewalks, paths, lighting, and related appurtenances, upon execution of this AGREEMENT entering into the Local Agency Agreement Jurisdictional Transfer (including map) as attached hereto as Exhibit A which is incorporated herein by reference.
- 2. **The Bridge.** For purposes of this AGREEMENT and future maintenance responsibilities, the BRIDGE, which is approximately 0.06 mile in length, consisting of 0.18 lane miles, will be defined as encompassing the concrete deck

area approximately 310 feet in length, inclusive of the sidepaths, walls, and railings.

3. Upon approval from the Illinois Department Transportation transferring jurisdiction of said section of Warrenville Road and River Road, the CITY will pass an ordinance pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.001, et seq., declaring that it is necessary or convenient for the CITY to use, occupy or improve the road segment specified in this AGREEMENT, and the COUNTY then will pass a resolution authorizing the conveyance of the specified portions of Warrenville Road and River Road which it shall promptly transfer by Quit Claim Deed, at no cost to the CITY, only those interests that the COUNTY possesses in the above-referenced property without any warranty of title.

Additionally, in compliance with the Local Government Transfer Act, the CITY will grant to the COUNTY a permanent easement over those portions of the CITY right-of-way necessary to allow the COUNTY to access the BRIDGE, for inspection and maintenance activities.

COMPENSATION FOR RIGHT-OF-WAY IMPROVEMENT WORK. The COUNTY 4. agrees to provide compensation to the CITY to pay for the future resurfacing of River Road from CH 3/Ferry Road to Warrenville Road, installing curb and gutter and a closed drainage system along the west side of River Road, and making any required repairs to existing sidewalks accessible ramps, including related engineering construction activities (hereinafter the "WORK"). COUNTY and CITY mutually agree that the estimated cost for the WORK at the time of execution of this Agreement is \$1,030,000.00 ("ESTIMATED COST of WORK"). Upon approval from the Illinois Department of Transportation transferring jurisdiction as herein provided, the COUNTY agrees to pay the CITY, within sixty (60) days of dated sooner than the later of invoice no jurisdictional transfer date and December 1, 2024, a lump sum amount of 100% of the ESTIMATED COST of WORK.

Upon payment of the ESTIMATED COST of WORK by the COUNTY, the CITY shall be responsible for all permitting, engineering, and construction contracts and payments for, and the COUNTY will have no further financial responsibility for, the WORK. Any required land

acquisition, including direct costs, indirect costs, and fees, shall be the responsibility of the CITY.

#### 5. FUTURE MAINTENANCE RESPONSIBILITIES

- a. The COUNTY has and will retain all maintenance, repair, or replacement responsibility for the BRIDGE, at its sole cost and expense, except as otherwise set forth in this Section 5 of this AGREEMENT.
- b. The CITY agrees, at its sole cost and expense, to provide snow and ice removal, litter removal, mowing, and street sweeping operations on and along Warrenville Road within the City's jurisdiction and over the BRIDGE. Said snow and ice removal operations by the CITY shall continue until such time as changes or modifications are made in writing by the parties per Section 9 herein below. Snow and ice removal operations are defined in the Illinois Department of Transportation's District 1 Snow and Ice Control Manual (most recent edition) incorporated herein by reference.
- c. The CITY, at its sole cost and expense, will be responsible for all pavement markings, roadway signage, traffic control devices, and lighting within of the portions of Warrenville Road and River Road jurisdictionally transferred pursuant to this Agreement and within the BRIDGE. The CITY agrees to maintain traffic control devices within the BRIDGE according to the latest version of the Manual on Uniform Traffic Control Devices adopted by the Illinois Department of Transportation, including future revisions and editions.
- d. The CITY will, at the CITY'S sole cost and expense, accept as-is, and be responsible for future ownership and maintenance of, the existing school zone flashers and the related hardware and equipment, located on River Road in the vicinity of Bower Elementary School. The CITY shall have the exclusive right to improve, remove, or replace the equipment, at the CITY's discretion. The COUNTY shall, at the time the transfer is completed, provide initial electrical maintenance support and locating services to provide the CITY's staff or contractor with knowledge of the system. The

- COUNTY shall provide any available plans and maintenance records for the school zone flasher equipment.
- e. The COUNTY shall maintain permitting authority over the BRIDGE. The CITY agrees that any proposed improvements, other than the maintenance activities listed in this Agreement, shall not be constructed or permitted on the BRIDGE without express written permission from the COUNTY.
- existing ownership and maintenance responsibilities of the traffic signal equipment and combination lighting, including operational settings and timings, at CH 3/Ferry Road and River Road and at CH 13/Winfield Road and Warrenville Road, shall remain with the COUNTY. Beginning on December 1 of the year in which this AGREEMENT is executed, the CITY agrees to pay the COUNTY 25% of the annual maintenance cost associated with each of these traffic signals within sixty (60) days after receipt of a proper invoice from the COUNTY. The CITY further agrees that, if in the future, it is determined by the COUNTY that either signal requires modernization reconstruction due to age, condition, or other reason determined to be necessary, or if the COUNTY improves CH 3/Ferry Road or CH 13/Winfield Road resulting in the need to modernize or reconstruct the traffic signals, the CITY will pay 25% of the cost to modernize, replace, reconstruct, or otherwise modify the traffic signal as necessary for the project, including, but not limited to costs for engineering, temporary traffic signals, and construction. The CITY agrees to reimburse the COUNTY for the CITY's share of all costs required to perform this work with payment to be made in accordance with the Illinois Local Government Prompt Payment Act.
- g. Through this AGREEMENT, the COUNTY waives any reimbursement of previously incurred costs for the bike path built and extended along the east side of River Road as part of the prior West Branch DuPage River Improvement project. The CITY will continue to own, operate, and maintain this bike path in its entirety and at its sole cost.

- h. The CITY will notify the COUNTY in writing if the CITY assesses that the BRIDGE requires maintenance that is outside of the CITY'S maintenance responsibilities as set forth in this AGREEMENT; provided, however, that the safety and condition of the BRIDGE is the COUNTY'S responsibility, as set forth in Subsection 7.j of this AGREEMENT, and the CITY'S willingness to notify the COUNTY of any maintenance requirements does not and will not interpreted to transfer any such responsibility from the COUNTY to the CITY.
- i. The COUNTY shall continue to own, operate, and maintain the BRIDGE except as otherwise defined in this AGREEMENT. The COUNTY shall retain responsibility to inspect the BRIDGE and report the BRIDGE's condition in accordance with state requirements.
- j. The CITY may enter into its own Highway Authority Benefits Agreement (hereinafter "HABA") for any properties adjacent to the roadways covered in this AGREEMENT. Any existing COUNTY HABAS solely inure to the benefit of the COUNTY and will not be transferred as part of this AGREEMENT.

# 6. MULTI-USE PATH SYSTEM.

- a. The COUNTY owns the multi-use paths depicted on the attached Exhibit B ("COUNTY PATHS").
- b. The COUNTY agrees to survey the COUNTY PATHS to ensure they are either within easements dedicated to the COUNTY or located on COUNTY-owned property by December 31, 2025. To the extent that the COUNTY PATHS are not located in an easement or on COUNTY-owned property, the COUNTY agrees to make a diligent and good faith effort to obtain from the private property owners sufficient easements or other acquisitions the COUNTY deems necessary for purpose of future COUNTY PATHS maintenance. The CITY agrees that it will assist the COUNTY in facilitating communication with applicable property owners and the Cantera Owners Association regard any necessary additional easements.
- c. The COUNTY agrees to resurface the COUNTY PATHS by the later of **December 31, 2026** or December 31 of the calendar year after all necessary easements have been

obtained; provided, however, that if the COUNTY is unable to obtain the necessary easements by December 31, 2027, it will resurface those portions of the COUNTY PATHS for which the COUNTY has sufficient property rights.

#### 7. INDEMNIFICATION

- a. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
  - The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or indemnification authority, assign's occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- b. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or

related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

- i. The COUNTY and the CITY acknowledge that the CITY representations, assurances has made no guaranties regarding the CITY's or any successor's or assign's authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through the COUNTY, or in the event of change in the laws of the State of Illinois governing the CITY's or any successor's assign's indemnification authority, occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.
- c. Nothing contained herein shall be construed prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant law, 55 ILCS 5/3-9005**,** Illinois any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- d. Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings

and actions brought against them. The CITY's participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the CITY harmless, as set forth above.

- e. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 8. This document shall be a final embodiment of the AGREEMENT by and between the COUNTY and the CITY. No oral changes or modifications of this AGREEMENT shall be permitted or allowed. Changes or modifications to this AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and the CITY.
- 9. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Circuit Court for DuPage County.
- 10. In the event that any provisions of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereto.
- 11. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Wheaton, Illino	ois, this day of
	Deborah A. Conroy, Chair
A TITLE OF .	DuPage County Board
ATTEST:	
	Jean Kaczmarek, County Clerk

Dated at WARRENVILLE, Illinois, this 23<sup>rd</sup> day of May, 2029.

# Signature on File

David Drunner, Mayor CITY of WARRENVILLE

ATTEST:

Signature on File

Julie Clark, Clerk



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# Jurisdictional Transfer Agreement (Local Public Agency to Local Public Agency)

CONVEYOR		RECIPIENT					
Local Public Agency No. 1		Local Public Agency No. 2					
County of DuPage			City of Warrenville				
LPA Type	County		LPA Type		County		
County	DuPage		Municipali	ity	DuPage	:	
In accordance with authority gr above Local Public Agency No as "Recipient", to transfer the ju	. 1 hereinafter referred to	as "Convey	or" and the a	above Local Pu	blic Agency N		
Road Name				Route(s)		Length (mile	es)
River Road				CH 1		0.8	
Key Route(s) Information				17.72			
022 91481 000000							
Termini							
Ferry Road (CH 3) to War	rrenville Road (CH 32	2)					
This transfer  does not	does include NBIS S	Structure No(	s). N/A				
WHEREAS, the authority to m Highway Code. NOW THEREFO the above location and shall at resolution as an Addendum, and WHEREAS, the authority to ma Highway Code. NOW THEREF the transfer of the above locatio original of the ordinance as an A IT IS MUTUALLY AGREED, that Upon IDOT approval  Additional information and/or sti Location Map (Addendum N Ordinance/Resolution (Adde IT IS FURTHER AGREED, that successor and assigns.	ORE IT IS AGREED that tach hereto and make a d Include the changes to the Municipal Core IT IS AGREED that on and shall attach hereto addendum, and at this jurisdictional transfermations, if any, are here to 10.1)	the County B part thereof  ude For Mur cipal Street S t the corpora o and make er will become r days after  Attach by attached	coard of said is a copy a lo icipalities C System is grate authority a part thereo e effective (c ments and identified	County will passecation map as conting anted to the Mu of said municipor a copy of a location other the continuation of the co	s a resolution Addendum No unicipality of S ality will pass ocation map as 21 cal. days	providing for o. 1 and an Gection 7-101 an ordinance s Addendum agreement.	the transfer of original of the Illinois providing for No. 1 and an
		Signa	tures			THE	
	BY CONVEYOR		Managaria		OVED BY RECIP	PIENT	
		Name of Local Public Agency Official					
			David Brummel				
		Title					
Chair, DuPage County Bo	ard		Mayor				
Local Public Agency Official Sig	nature & Date		Si	Agency Official gnatu	signature & F.	File	723/24

# STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION **APPROVED** Director Office of Highways Project Implementation Signature & Date

## Addendum No. 1

Location Map
Jurisdictional Transfer
DuPage County to City of Warrenville
River Road
From Warrenville Road southerly to Ferry Road

Mack Rd Williams Rd Batavia Rd Herrick Rd Winfield Rd Warrenville Warrenville Limits of Rd Jurisdiction Transfer Ferry Rd 88 Diehl Rd ehl Rd Mill St Bauer Rd 59



# Jurisdictional Transfer Agreement (Local Public Agency to Local Public Agency)

CONVEYOR			RECIPIENT				
Local Public Agency No. 1  County of DuPage		Local Public Agency No. 2					
		City of Warrenville					
LPA Type	County		LPA Type County				
County	DuPage		Municipali	ty	DuPage	•	
In accordance with authority grabove Local Public Agency No as "Recipient", to transfer the ju	. 1 hereinafter referred to a risdiction of the designated	as "Conve I location f	yor" and the a	bove Local Public	Agency N	o. 2, hereinaf	ter referred to
Road Name				Route(s)		Length (mile	s)
Warrenville Road				CH 32		0.16	
Key Route(s) Information							
022 91479 000000							
Termini							
Winfield Road (CH 13) to	River Road (CH 1) exc	cept the	Warrenville	Road Bridge	over W Br	anch DuPa	ige River.
This transfer ⊠ does not □	does include NBIS Str	ructure No	o(s). 022-304	15			
WHEREAS, the authority to m Highway Code. NOW THEREFO the above location and shall at resolution as an Addendum, and WHEREAS, the authority to ma Highway Code. NOW THEREF the transfer of the above locatio original of the ordinance as an A IT IS MUTUALLY AGREED, tha Upon IDOT approval  Additional information and/or stip Location Map (Addendum N Ordinance/Resolution (Adde	ORE IT IS AGREED that the ttach hereto and make a period included ake changes to the Municiper ORE IT IS AGREED that the ton and shall attach hereto addendum, and at this jurisdictional transfer calendar of calendar of the pulations, if any, are hereby 10.1)	e County part thereo  de For Mu pal Street the corpor and make  will becon days after  Attacl	Board of said of a copy a local principalities O System is grated authority of a part thereome effective (comments	County will pass a cation map as Action map and a cation map are action map as Action map are action map as Action map are action map as Ac	resolution Idendum No cipality of S y will pass Ition map as cal. days	providing for to an	the transfer of original of the of the Illinois providing for No. 1 and an
IT IS FURTHER AGREED, that	_	ement sha	ıll be bindina u	pon and inures to	the benefit	of the parties	hereto, their
successor and assigns.							
ADDROVED	BY CONVEYOR	Signa	atures	APPROVE	D BY RECIP	HENT	S L Late
Name of Local Public Agency O			Name of Loca	al Public Agency		TENT	
Deborah A. Conroy		David Brummel					
Title			Title				
Chair, DuPage County Board		Mayor					
Local Public Agency Official Sig	nature & Date	9	1	Adency Official Si ature on	File	)ate 5 - 26 - 2	y
						1	

# STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION **APPROVED** Director Office of Highways Project Implementation Signature & Date

## Addendum No. 1

Location Map Jurisdictional Transfer DuPage County to City of Warrenville Warrenville Road

From River Road easterly to Winfield Road (does **not** include bridge)



#### **BLR 05212 Instructions**

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

Insert the name of the county in which the LPA is located. County

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

**Location Description** 

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained

from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the

wording of the termini description should be consistent between the agreement itself and any ordinances, or

resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway

transfer. List structures on the line provided. If no structure exists then insert N/A on the line. Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number. If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of

paper as an addendum.

Effective Jurisdictional

**Transfer Date** Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar

days transfer insert the number of calendar days and the date after. For other check the box and insert when

effective, example upon final acceptance.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No.1, and if required a resolution or

ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in

black and white.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the IDOT's Approval, distribution will be as follows:

Local Public Agency Clerk (one for each LPA) District File (Electronically after execution)

**Bureau of Local Roads and Streets Central Office** 

**Bureau of Operations District Office (Electronically after execution)** 

District Roadway Inventory (Electronically after execution)

