



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, October 1, 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. [24-2584](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday September 17, 2024.

6. ACTION ITEMS

6.A. [24-2567](#)

Request for Approval of Payment for the Annual Membership Fee to JULIE, Inc., per Resolution DT-R-0679-16 approved by County Board on November 22, 2016, for locating services for the Division of Transportation, for an estimated County cost of \$16,000.

7. BUDGET TRANSFERS

7.A. [24-2600](#)

Budget Transfer of \$1,500 from Salary & Wage Adjustments 1500-3520-50080 to Benefit Payments 1500-3520-51000 to payout retiring employee's Paid Time Off.

8. PROCUREMENT REQUISITIONS

8.A. [24-2538](#)

Recommendation for the approval of a contract purchase order to Cintas Corporation No. 2, to furnish and deliver employee uniforms, as needed for the Division of Transportation, for the period October 1, 2024 through September 30, 2025, for a contract total not to exceed \$12,000. Contract pursuant to the Intergovernmental Cooperation Act-Omnia Contract #R-BB-19002.

8.B. [24-2537](#)

Recommendation for the approval of a contract purchase order to Whelen Engineering Company, to furnish and deliver Whelen lighting products, as needed for the Division of Transportation, for the period of October 1, 2024 through September 30, 2025, for a contract total not to exceed \$15,000; per Sourcewell Contract # 090122-WHL.

8.C. [DT-P-0048-24](#)

Recommendation for the approval of a purchase order issued to Priority Products, Inc., to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation, for the period of November 1, 2024 through October 31, 2025, for a contract total not to exceed \$35,000. First of three optional renewals per bid award #23-089-DOT.

8.D. [DT-P-0049-24](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase I Preliminary Engineering Services for improvements along CH 40/College Road at CH 17/Maple Ave, Section 23-00250-02-CH, for a contract total not to exceed \$290,142.24. 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.

9. AWARDING RESOLUTIONS9.A. [DT-R-0037-24](#)

Awarding Resolution issued to Triggi Construction, Inc., for the CH 47 Illinois Prairie Path-Carlton Avenue Improvements, Section 23-00047-01-BT, for an estimated County cost of \$394,472.65, per low bid.

10. CHANGE ORDERS10.A. [24-2568](#)

Alfred Benesch and Company - Contract Extension PO # 3874-1-SERV through October 31, 2026.

10.B. [24-2569](#)

Alfred Benesch and Company - Contract PO # 6853-1-SERV to include revised exhibit C.

11. INTERGOVERNMENTAL AGREEMENTS11.A. [DT-R-0038-24](#)

Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along US 34 at Wolf Road, at Saratoga Avenue and Main Street in Downers Grove; with a total estimated cost of engineering and construction of \$1,131,612, and an estimated County cost of \$12,794.

11.B. [DT-R-0039-24](#)

Intergovernmental Agreement between the County of DuPage and Addison Township Road District, for the Addison Township Storm Sewer Improvements on Frontage Road, Section 24-01000-02-GM. (No County cost)

11.C. [DT-R-0040-24](#)

Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for bridge aesthetic improvements on IL 38 at IL 53; with a total estimated cost of engineering and construction of \$2,428,527, and an estimated County cost of \$48,730.

12. RESOLUTIONS12.A. [DT-R-0041-24](#)

Additional Appropriation for Impact Fee Service Area 4 Fund (Winfield Township) Company 1500, Accounting Unit 3644 (\$200,000) for Fabyan Parkway Improvements Section 08-00210-03-FP.

13. INFORMATIONAL13.A. [FM-CO-0001-24](#)

Second Amendment to County Contract 6571-0001 SERV, issued to Fox Valley Fire & Safety Company, Inc., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems and for 5-year hydrostatic testing and repairs on campus, for Facilities Management, for a change order to increase the contract in the amount of \$16,260 (\$15,000 Facilities Management and \$1,260 DOT), taking the amended contract amount of \$93,250 and resulting in an amended contract amount not to exceed \$109,510, an increase of 17.44%

14. OLD BUSINESS**15. NEW BUSINESS****16. ADJOURNMENT**



Minutes

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

File #: 24-2584

Agenda Date: 10/1/2024

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, September 17, 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

Member Chaplin stepped out of the room during the roll call, but returned before the public comments.

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

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

4.A. 24-2540

Public Comment

The following individuals made public comment:

Robert Tatro: Proposed path on Winfield Road

Dr. Diane Stehman: Proposed path on Winfield Road

Rudy Keller: Proposed path on Winfield Road

Laura Ludwig: Proposed path on Winfield Road

The following individuals requested their attendance be recorded:

Gary Larkins: Proposed path on Winfield Road

Roman Pundur: Proposed path on Winfield Road

5. APPROVAL OF MINUTES

5.A. [24-2416](#)

DuPage County Transportation Committee Minutes-Tuesday September 3, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS**6.A. [DT-P-0047-24](#)**

Recommendation for the approval of a contract to LRS Holdings, LLC, d/b/a Lakeshore Recycling Systems, LLC, for solid waste disposal services, as needed for the Division of Transportation, for the period October 1, 2024 through September 30, 2025, for a contract total not to exceed \$55,000, subject to three (3) one-year renewals; per bid # 24-097-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

7. BUDGET TRANSFERS**7.A. [24-2465](#)**

Budget Transfer of \$660,000 from Construction Engineering Services 1500-3550-54040 to Engineering/Architectural Services 1500-3550-53010-FY2024 to reallocate monies from bridge improvement projects that have been delayed to fund expanded pavement maintenance program.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

7.B. [24-2467](#)

Budget Transfer of \$7,750,000 from Transportation Infrastructure 1500-3550-54050 to Repair & Maintenance Roads 1500-3550-53320-FY2024 to reallocate monies from bridge improvement projects that have been delayed to fund expanded pavement maintenance program.

Discussion held.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8. RESOLUTIONS**8.A. [DT-R-0033-24](#)**

Authorization to apply for an Illinois Transportation Enhancement Program Grant for engineering and construction of the Stearns Road Multi-use Path from the DuPage/Kane County line to Sayer Road.

Discussion held.

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

8.B. [DT-R-0034-24](#)

Authorization to apply for a Community Development Block Group Neighborhood Investment Grant for construction of the 91st Street sidewalk and lighting project from Clarendon Hills Road to IL Route 83.

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

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [24-2433](#)

DT-R-0027A-24 - Amendment to resolution DT-R-0027-24, an Intergovernmental Agreement 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, and clarifying the ownership and maintenance responsibilities over certain multi-use paths.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

9.B. [DT-R-0035-24](#)

Intergovernmental Agreement between the County of DuPage and the Chicago Metropolitan Agency for Planning (CMAP) for the development of the DuPage County Active Transportation Plan. (County to be reimbursed \$118,792).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

9.C. [DT-R-0036-24](#)

Intergovernmental Agreement between the County of DuPage and the Chicago Metropolitan Agency for Planning (CMAP) for Transportation activities in support of the Regional ONTO2050 Plan. (County to be reimbursed \$28,564.30).

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

10. GRANT PROPOSAL NOTIFICATION10.A. [24-2469](#)

GPN 036-24: FY 2025-2028 Illinois Transportation Enhancement Program (ITEP)- Illinois Department of Transportation-Federal Highway Administration-\$3,000,000 (Division of Transportation). Funding will be used for engineering and constructions costs of a mutli-use path along Streamns Road, between DuPage/Kane County Line and Sayer Road.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

11. OLD BUSINESS

Member Zay thanked the residents for coming out to share their concerns in regards to the proposed multi use path along Winfield Road. He also shared some of his concerns and other possibilities for this area.

Discussion held.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 10:30 AM., by a motion from Chair Ozog and a second from Member Chaplin.



Action Item

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

File #: 24-2567

Agenda Date: 10/1/2024

Agenda #: 6.A.



THIS DOCUMENT IS FOR
BUDGET PLANNING PURPOSES ONLY
THIS IS NOT AN INVOICE

DUPAGE CO D.O.T
JEREMY LEE
421 N COUNTY FARM RD
WHEATON, IL 60187

PLEASE NOTE: **DO NOT PAY FROM THIS REPORT!** This amount will be invoiced in January 2025. If your January 2025 bill is \$500.00 or less, you will be expected to pay in full upon receiving that invoice. If it is greater than \$500.00, you will have three payment options for scheduled payment: annual, semi-annual or quarterly.

2025 Member Annual Contribution Assessment Notification

JULIE, Inc. board approved cash requirements and multipliers for 2025. **The approved multipliers for 2025 have increased by \$0.04 for all delivery methods.** JULIE's 2025 revenue required will be insufficient to cover the 2025 expense requirements and will be supplemented from JULIE's cash reserve. (Quantities are for ALL JULIE members, from periods July 1, 2023 through June 30, 2024.)

	Printer/Email:	Fax:	Voice:	Grand Totals:
Quantity	8,879,769	36,855	71,377	8,988,001
Multiplier	\$ 1.15	\$ 2.03	\$ 2.65	
Revenue required	\$ 10,211,734.35	74,815.65	\$ 189,149.05	\$10,475,699.05

Summary of Message Activity for Your Code and Contribution Amount Calculation

Member: DUPAGE CO D.O.T
Member Code: DCDT0A

Message Delivery Method:	Number of messages you received over the 12-month period from July 2023 to June 2024:	2025 multiplier:	Amount:
Printer/Email:	13,482	\$1.15	15,504.30
Fax:	0	\$2.03	0.00
Voice:	146	\$2.65	386.90

TOTAL MEMBER BILL FOR 2025 = \$15,891.20

For more information, including Frequently Asked Questions, visit illinois1call.com (JULIE membership section). If you have additional questions, please call JULIE's Finance Department at 815-741-5938.

Information provided for JULIE member coordinator. JULIE coordinator has access to Newtin's query application "**Billing Reconciliation**" under reports. Select "assessment year July 2023 to June 2024" to reconcile your activity to this notice. **Additionally, we are planning to deliver the 2026 Assessment notice ONLY electronically – please ensure all contact information is current.**



Budget Transfer

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

File #: 24-2600

Agenda Date: 10/1/2024

Agenda #: 7.A.

SS
166

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1500
Company #

DOT FLEET SERVICE

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3520	50080		SALARY & WAGE ADJUSTMENTS	\$ 1,500.00	24,422.00	22,922.00	9/19/24	1500-9100
Total				\$ 1,500.00				

To: 1500
Company #

DOT FLEET SERVICE

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
3520	51000		BENEFIT PAYMENTS	\$ 1,500.00	(126.19)	1,373.81	9/19/24	1500-9100
Total				\$ 1,500.00				

Reason for Request:

Funds needed due to employees leaving the department and having his PTO paid out.

Department 
Date 9/18/24
Chief Financial Officer 
Date 9/19/24

Activity _____
(optional)

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

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

DOT - 10/1/24
FIN/CB - 10/8/24



Transportation Requisition under \$30,000

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

File #: 24-2538

Agenda Date: 10/1/2024

Agenda #: 8.A.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Omnia #R-BB-19002	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$12,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$12,000.00
	CURRENT TERM TOTAL COST: \$12,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Cintas Corporation No. 2	VENDOR #: 11863	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Aaron Hayden	VENDOR CONTACT PHONE: 630-378-1500	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: haydena@cintas.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-57	

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 Cintas Corporation, to furnish and deliver employee uniforms with county logos on an as needed basis. This contract shall be effective October 1, 2024 through September 30, 2025, for a contract total not to exceed \$12,000.00, per Omnia contract #R-BB-19002

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

Employee uniforms are necessary to identify County Employees and to supply employees with safety clothing and apparel while performing the day to day operations of the Division of Transportation.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Omnia Contract #R-BB-19002.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. DOT staff recommends issuing a purchase order to Cintas, using the Omnia Contract #R-BB-19002. 2. The Omnia cooperative has proven to be cost savings over going out for bid locally.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Cintas Corporation No. 2	Vendor#: 11863	Dept: Division of Transportation	Division: Accounts Payable
Attn: Aaron Hayden	Email: haydena@cintas.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: PO Box 88005	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60680-1005	State: IL	Zip: 60187
Phone: 630-378-1500	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Cintas Corporation No. 2	Vendor#: 11863	Dept: Division of Transportation	Division: Highway Department
Attn:	Email:	Attn: Roula Eikosidekas	Email: roula.eikosidekas@dupagecounty.gov
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6920	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2024	Contract End Date (PO25): Sep 30, 2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		140 Snow Command & Stock Room Uniforms	FY25	1500	3510	52220		7,800.00	7,800.00
2	1	EA		421 Admin & Snowbirds Uniforms	FY25	1500	3500	52220		4,200.00	4,200.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 12,000.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver employee uniforms for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Roula Eikosidekas, Kathy Black and Mike Figurary.
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 [Redacted] 9-17-24 Department Officer Approval for ETSB.



Prince William County
PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #11

ISSUE DATE: December 1, 2023

REFERENCE: Title: Facilities Management Products and Solutions
Contract #: R-BB-19002
Contractor: Cintas Corporation No. 2
Period of Contract: December 13, 2019 through October 31, 2027

Modify the above referenced contract as follows:

1. PWCS authorizes a 3.2% increase to all contracted items per the attached effective February 1, 2024.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

[Redacted]
Brian Burtner, CPPB, VCO
Administrative Coordinator

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

[Redacted]

Signature
Ryan Duncan, Global Account Manager
Name and Title

12-1-23

Date

[Redacted]

Signature
Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

12/5/2023

Date

PURCHASING OFFICE

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[REDACTED]	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, [REDACTED] off of local pricing structure.
2 Uniform Leasing		
3 Uniform Purchase		
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		
11 First Aid/Safety Supplies		
12 AEDs		
13 Fire Protection Services		
14 Promotional Products		
15 Miscellaneous		
16 Other		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



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: 9/11/24

Bid/Contract/PO #:

Company Name: <u>Cintas</u>	Company Contact: <u>Aaron Hayden</u>
Contact Phone: <u>(630) 376-1500</u>	Contact Email: <u>Haydena@cintas.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Aaron Hayden

Title

Catalog Sales Manager

Date

9-11-24

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



Transportation Requisition under \$30,000

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

File #: 24-2537

Agenda Date: 10/1/2024

Agenda #: 8.B.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #090122-WHL	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Whelen Engineering Company, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Craig Szymanski	VENDOR CONTACT PHONE: 860-790-1080	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: cszymanski@whelen.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-61	
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 Whelen Engineering Company, to furnish and deliver Whelen products on an as-needed basis. This contract shall be effective October 1, 2024 through September 30, 2025, for a contract total not to exceed \$15,000.00, per Sourcewell Contract #090122-WHL.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To install and repair emergency lighting which will improve the overall safety of the County's fleet of 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.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Source-well Contract #090122-WHL.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Taking no action will result in lack of parts needed to preform essential County operations. 2. The Sourcewell cooperative has proven to be cost savings over going out for bid locally.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Whelen Engineering Company, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Craig Szymanski	Email: cszymanski@whelen.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 51 Winthrop Road	City: Chester	Address: 421 N. County Farm Road	City: Wheaton
State: CT	Zip: 06412-1036	State: IL	Zip: 60187
Phone: 860-790-1080	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Whelen Engineering Company, Inc.	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2024	Contract End Date (PO25): Sep 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Whelen Products	FY24	1500	3520	52250		5,000.00	5,000.00
2	1	EA		Whelen Products	FY25	1500	3520	52250		10,000.00	10,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Whelen Products on as-needed basis for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Craig Szymanski, William Bell, Mike Figuray and Craig Trojan at (cs1trojan@gmail.com)
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.



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Whelen Engineering Company, Inc., 51 Winthrop Road, Chester, CT 06412 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This **Contract expires November 7, 2026**, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

Sourcewell

Whelen Engineering Company, Inc.

By: 

C0FD2A139D06469...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 11/2/2022 | 3:59 PM CDT

By: 

6CF156C772834C5...

Ashish Jain
Title: CFO

Date: 11/7/2022 | 9:22 AM CST

Approved:

By: 

Chad Coauette
Title: Executive Director/CEO

Date: 11/7/2022 | 10:35 AM CST

Whelen Engineering Company, Inc. #090122-WHL

Pricing for contract #090122-WHL offers Sourcewell participating agencies:

Automotive Products

US customers:

- Discount: 41% off list/MSRP
- Installation: \$119 per hour cap (Based on 2024 pricing)
- Miscellaneous Supplies: \$170 per Vehicle (Based on 2024 pricing)

Canadian customers:

- 35% off list/MSRP (multiplied by the exchange rate at time of order)
- Installation: \$119 USD per hour cap (multiplied by the exchange rate at time of order) (Based on 2024 pricing)
- Miscellaneous Supplies: \$170 USD per Vehicle (multiplied by the exchange rate at time of order) (Based on 2024 pricing)

Mass Notification Products

US customers:

- Discount: 10% off list/MSRP
- Freight: Prepay and Add to the Invoice



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: 9.10.24

Bid/Contract/PO #: _____

Company Name: Whelen Engineering Company, Inc.	Company Contact: Craig Szymanski
Contact Phone: 860-790-1080	Contact Email: cszymanski@whelen.com

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

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

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

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

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

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

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

Printed Name Craig Szymanski

Title Director of Sales Administration

Date September 10, 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-0048-24

Agenda Date: 10/1/2024

Agenda #: 8.C.

AWARDING RESOLUTION
ISSUED TO PRIORITY PRODUCTS, INC.
TO FURNISH AND DELIVER
WEATHERHEAD HYDRAULIC FITTINGS, HOSES AND CONNECTORS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$35,000.00)

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 Priority Products, Inc., to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2024 through October 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2024 through October 31, 2025, is hereby approved for issuance to Priority Products, Inc., 320 North 6th Street, St. Charles, Illinois 60174, for a contract total not to exceed \$35,000.00.

Enacted and approved this 8th day of October, 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 #: #23-089-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$140,000.00
	CURRENT TERM TOTAL COST: \$35,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Priority Products, Inc.	VENDOR #: 10363	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Shannon Hollis	VENDOR CONTACT PHONE: 630-584-7908	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: sales@priorityproductsinc.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-60	
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 Priority Products, to furnish and deliver weather-head brand, hydraulic fittings, hoses and connections on an as-needed basis. This contract shall be effective from November 1, 2024 through October 31, 2025, for a contract total not to exceed \$35,000.00, per low bid #23-089-DOT, this will be the first of three renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide hydraulic fittings, hoses and connectors for County owned vehicles and equipment.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Priority Products, Inc.	Vendor#: 10363	Dept: Division of Transportation	Division: Accounts Payable
Attn: Shannon Hollis	Email: sales@priorityproductsinc.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 320 N. 6th Street	City: St. Charles	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60174	State: IL	Zip: 60187
Phone: 630-584-7908	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Priority Products, Inc.	Vendor#: 10363	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2024	Contract End Date (PO25): Oct 31, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Weather-head Brand Hydraulic Fittings, Hoses & Connectors	FY24	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Weather-head Brand Hydraulic Fittings, Hoses & Connectors	FY25	1500	3520	52250		25,000.00	25,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 35,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver weather-head brand hydraulic fittings, hoses & connectors for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Shannon Hollis, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WEATHERHEAD BRAND & HYDRAULIC FITTINGS FOR HOSES 23-089-DOT
BID TABULATION



NO.	ITEM	VALUE	PRIORITY PRODUCTS, INC		LAWSON PRODUCTS, INC	
			MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
1	Weatherhead Fittings and Hoses	\$40,000	-70%	\$ 12,000.00	-66%	\$ 13,600.00
GRAND TOTAL				\$ 12,000.00		\$ 13,600.00

NOTES

1. Priority Products, Inc. extended price when multiplied out resulted in an adjusted Price with an increase of \$2,000.00 - (\$40,000.00 – 70%).
2. Lawson Products, Inc provided no extended price when multiplied out \$40,000.00 - 66% resulted in an extended price of \$13,600.00.

Bid Opening 8/29/2023 @ 2:30 PM	NE, DW, RJ
Invitations Sent	28
Total Vendors Requesting Documents	1
Total Bid Responses	2



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 Priority Products, Inc. located at 320 N. 6th Street, St. Charles, IL 60174, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-089-DOT which became effective on 11/01/2023 and which will expire 10/31/2024. 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 10/31/2025.

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 

SIGNATURE

WENDY Dorris

Henry Kocker

PRINTED NAME

PRINTED NAME

CEO

Buyer I

PRINTED TITLE

PRINTED TITLE

8-5-24

DATE

DATE

SECTION 7 - BID FORM PRICING

The value shown is an approximate and intended to establish pricing.

All goods shall be F.O.B. Destination.

The percentage discount or percentage mark-up submitted by the contractor shall remain firm for the contract period.

NO.	ITEM	VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
1	Weatherhead Fittings and Hoses	\$40,000.00	70 %	\$ 10,000
GRAND TOTAL				\$ 10,000
GRAND TOTAL (In words) <i>TEN THOUSAND DOLLARS</i>				

SECTION 8 - BID FORM SIGNATURE PAGE

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

X  Vice President, Sales
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 22nd day of August AD, 2023

 My Commission Expires: 3/17/2025
(Notary Public)



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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Priority Products Inc	NAME	SAME
CONTACT	SHANNON Hollis	CONTACT	
ADDRESS	320 N. 6th Street	ADDRESS	
CITY ST ZIP	ST. CHARLES IL 60174	CITY ST ZIP	
TX	630-584-7908	TX	
FX	630-377-6887	FX	
EMAIL	SALES@PRIORITYPRODUCTSINC.COM	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892		DuPage County Division of Transportation Attn: William Bell 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6927	

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: 8-5-24

Bid/Contract/PO #: _____

Company Name: <u>Priority Products Inc</u>	Company Contact: <u>Wendy Dorris</u>
Contact Phone: <u>630-584-7908</u>	Contact Email: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Wendy Dorris

Title

CEO

Date

8-5-24

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-0049-24

Agenda Date: 10/1/2024

Agenda #: 8.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND CIORBA GROUP, INC.
FOR PHASE I PRELIMINARY ENGINEERING SERVICES
CH 40/COLLEGE ROAD AT CH 17/MAPLE AVENUE
SECTION 23-00250-02-CH
(CONTRACT TOTAL NOT TO EXCEED \$290,142.24)

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

WHEREAS, the COUNTY requires Professional Phase I Preliminary Engineering Services for improvements along CH 40/College Road at CH 17/Maple Avenue, Section 23-00250-02-CH; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional design engineering services, and is willing to perform the required services for an amount not to exceed \$290,142.24; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Ciorba Group, Inc. be hereby accepted and approved for a contract total not to exceed \$290,142.24 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Ciorba Group, Inc., 8725 W. Higgins Road, Suite 600, Chicago, IL 60631, by and through the Division of Transportation.

Enacted and approved this 8th day of October, 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 #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$290,142.24
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$290,142.24
	CURRENT TERM TOTAL COST: \$290,142.24	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ciorba Group, Inc.	VENDOR #: 11025	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Duane O'Laughlin	VENDOR CONTACT PHONE: 773-355-2949	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: dolaughlin@ciorba.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Agreement between the County of DuPage and Ciorba Group, Inc. for Phase I Preliminary Engineering Services for College Road at Maple Avenue Intersection Improvements, Section Number 23-00250-02-CH with a contract total not to exceed \$290,142.24.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation is in need of Phase I preliminary engineering services for improvements to the intersection of College Road and Maple Avenue. The scope of work is expected to involve intersection improvements including channelization, signal modernization, ADA and bicycle-pedestrian accommodations.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 23 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 technical approach to the project, understanding of key considerations, experience with similar projects, and strategies to ensure timely completion of all phases. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba Group, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Ciorba Group, Inc., this is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Ciorba Group, Inc., is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ciorba Group, Inc.	Vendor#: 11025	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 8, 2024	Contract End Date (PO25): May 31, 2027

Add Line			Purchase Requisition Line Details								
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
x	1	EA		23-00250-02-CH (FY2024)	FY24	1500	3500	54040	COLLEGE_ MAPLE	73,142.24	73,142.24
x	1	EA		23-00250-02-CH (FY2025)	FY25	1500	3500	54040	COLLEGE_ MAPLE	200,000.00	200,000.00
x	1	EA		23-00250-02-CH (FY2026)	FY26	1500	3500	54040	COLLEGE_ MAPLE	8,500.00	8,500.00
x	1	EA		23-00250-02-CH (FY2027)	FY27	1500	3500	54040	COLLEGE_ MAPLE	8,500.00	8,500.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 290,142.24

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Agreement between the County of DuPage and Ciorba Group, Inc. for Phase I Preliminary Engineering Services for College Road at Maple Avenue Intersection Improvements, Section Number 23-00250-02-CH with a contract total not to exceed \$290,142.24.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 11/30/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
and CIORBA GROUP, INC.
for PHASE I PRELIMINARY ENGINEERING SERVICES
CH 40/COLLEGE ROAD AT CH 17/MAPLE AVENUE INTERSECTION IMPROVEMENTS
Section No. 23-00250-02-CH

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2024 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, Illinois, 60631, (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional Phase I Preliminary Engineering Services for CH 40/College Road at CH 17/Maple Avenue Intersection Improvements, Section: 23-00250-02-CH, (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional preliminary engineering services and is willing to perform the required services for an amount not to exceed \$290,142.24; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design dated July 2001 and is incorporating said design into all projects. The CONSULTANT acknowledges the necessary resources to comply with the Environmental Roadway Design are included in this scope of work; and

WHEREAS, the COUNTY has adopted a DuPage County Healthy Roads Initiative pursuant to COUNTY Resolution DT-0033-04, incorporated herein by reference and as amended from time to time and transportation projects are required to conform to the Resolution. The CONSULTANT acknowledges the necessary resources to comply with the DuPage County Healthy Roads Initiative in the event the PROJECT necessitates this scope of work; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation(hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.
- Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed after the execution of the AGREEMENT. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2027 unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$290,142.24. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

(ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct cost, which are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (DBE 436) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the website of the Illinois Department of Labor at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding

issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

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

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.

- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials, and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements

before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be

properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or

CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 31, 2027, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2027.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

21.0 NOTICES

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

Ciorba Group, Inc.

8725 W. Higgins Road, Suite 600
Chicago, IL 60631

ATTN: Duane O'Laughlin
PHONE: 773.355.2949
EMAIL: dolaughlin@ciorba.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.
Director of Transportation
PHONE: 630.407.6900
EMAIL: stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the

environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selectin of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

26.0 QUALIFICATIONS

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

(Remainder of Page Left Intentionally Blank)

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

COUNTY OF DUPAGE

CIORBA GROUP, INC.

Deborah A. Conroy, Chair
DuPage County Board

Duane O'Laughlin
Chief Operating Officer

ATTEST BY:

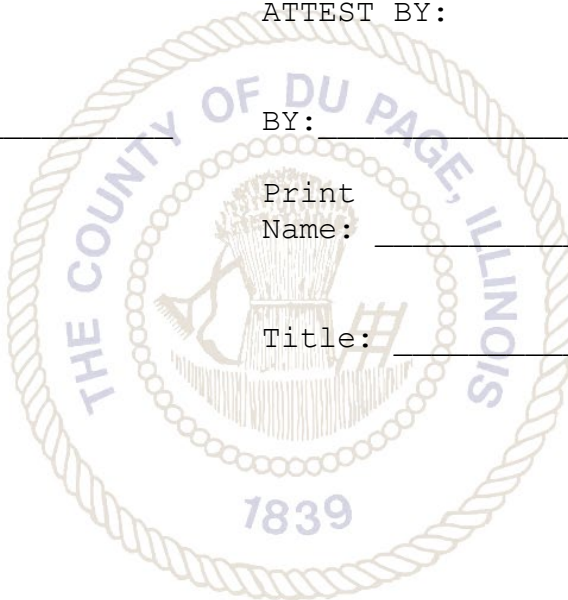
ATTEST BY:

Jean Kaczmarek
County Clerk

BY: _____

Print
Name: _____

Title: _____



SCOPE OF SERVICES - PRELIMINARY ENGINEERING SERVICES

CONSULTANT: Ciorba Group, Inc.
ROUTE: College Road at Maple Avenue Intersection Improvements
SECTION NO.: 23-00250-02-CH
PROJECT NO.:
JOB NO.:
S.N:
COUNTY: DuPage
LA CONTACT: Mr. Daniel Nowak, DuPage County DOT

The following scope of services is an integral part of the Ciorba fee proposal as detailed in the attachments to the Standard Agreement. The scope and fee are based on the current requirements for Preliminary Engineering studies as set forth by IDOT and the FHWA. The scope is based on our experience on similar projects that follow the same process. The fee is based on a Direct Labor Multiplier method and will not exceed the amount indicated in the Agreement for the fulfillment of the tasks indicated below. The fee will not cover the completion of tasks outside of the scope of work that may result from unforeseen conditions. The fee will also not cover additional work resulting from unforeseen IDOT or FHWA changes in the process required to obtain design approval for the project.

Project Understanding

Both College Road/Yackley Avenue (County Highway 40) and Maple Avenue (County Highway 17) are primarily four lane, two-way roads with posted speeds of 40 miles MPH. College Road (south leg)/Yackley Avenue (north leg) is a major north-south collector that carries approximately 10,000 vehicles per day (vpd) on the north leg and 9,000 vpd on the south leg. Maple Avenue is a minor east-west arterial that carries approximately 16,000 vpd on the east leg and 13,000 vpd on the west leg. At the signalized intersection, both roads widen to provide a single left turn lane on all four approaches. There are combination traffic signals and lighting poles at this intersection.

There are noteworthy traffic generators surrounding this intersection which can have a significant impact on the peak traffic demand. Intersection improvements will be analyzed such as channelization, signal modernization, ADA and bicycle-pedestrian accommodations.

Scope of Services

The project approach is based on an IDOT-approved Phase I Flow Diagram which identifies project deliverables and milestones required from initial Data Collection to Design Approval. Following is a summary of items that are included in the proposed scope of services. *References to various publications, notes, and methods to be used are noted in italics.*

Meetings, Data Collection & Coordination - per BLRS Sec. 17-3

Meetings - *incorporate all meeting minutes into PDR.*

1. Plan, prepare for and attend 3 virtual meetings with the DuPage County Division of Transportation (DuPage DOT).
2. Plan, prepare for and attend one Kick-Off meeting with the IDOT (Virtual)
3. Plan, prepare for and attend two IDOT/FHWA Meetings

Public and Private Coordination; *per BLRS Sec. 21, no Public Hearing per Sec. 21-3*

1. Coordinate with DuPage DOT, and IDOT.
2. Coordinate with Utility Companies - *per BLRS Sec 10-4*

Data Collection

1. Obtain public and private utility atlases.
2. Obtain existing right-of-way and property limit data from the DuPage DOT.
3. Obtain existing plans for the roadway from the DuPage DOT.
4. Obtain accident data (most recent 5 years) from the DuPage DOT. - *local police department as well.*
5. Obtain any existing traffic counts from the DuPage DOT and IDOT.
6. Obtain any past/historic maintenance and flooding records - *via DuPage DOT, local landowners, mail service, etc.*
7. Obtain any existing aerial photography and topographical survey data. - *Aerial photography will not be conducted*
8. Perform field check and visual survey of existing pavement condition. - *reference BDE 53-3.02b*

Topographic Survey and Right of Way

1. Perform topographical survey of the project corridor. The limits of the survey along Maple Avenue will be from approximately 800 feet west (west of Benet intersection) to 900 feet east (E of Subiaco Drive) of College Road. The limits of the survey along College Road will be from approximately 800 feet south to 650 feet north of Maple Avenue. Survey limits will extend beyond the right-of-way since the roadways may be widened and College Road may be realigned to reduce the skew angle at the intersection.
2. Cross sections will be at 50' increments.
3. Horizontal datum will be NAD83 using the Illinois State Plane Coordinate System - East Zone (IL-83EF).
4. Unless the County requests a specific vertical datum, the NAVD88 datum will be used. Orthometric heights will be derived from GPS observations using a high-resolution Geoid model (GEOID12a).
5. Develop basemap and existing cross sections using Microstation Open Roads software. - *Alignment will be established using GEOPAK, cross sections developed by TIN model, references: BLRS Sec 11-1.04, BDE Chapter 63, and IDOT CADD Roadway Drafting Reference Guide.*



College Road at Maple Avenue Intersection Improvements
Scope of Work
August 26, 2024

6. Existing ROW to be determined by locating existing property monuments (pins, nails, rods). In addition, the use of DuPage County GIS and existing plans of survey will determine the existing ROW.

Proposed ROW will be shown on preliminary plan sheets and cross sections. It is part of this scope of work to identify the need for ROW acquisition. Preparation of plats and legal, documentation and negotiation for ROW acquisition is not part of this scope and will be performed in Phase II.

Water Resources - per *BLRS Sec. 22-2.07*
(No IDOT Routes - Develop EDP and PDP for County)

1. Evaluate existing drainage and prepare Existing Drainage Plans (EDP).
2. Determine drainage deficiencies and prepare preliminary Proposed Drainage Plans (PDP).
3. Incorporate stormwater Best Management Practices (BMPs) as appropriate into PDP.
4. Determine stormwater detention requirements due to proposed new impervious and incorporate required detention into PDP.
5. Develop preliminary and final drainage sections to be included in the Project Development Report (PDR).
6. Determine and define impacts to floodplain associated with the East Branch DuPage River Tributary 1,000 feet south of the College/Maple intersection. Determine compensatory storage requirements.
7. Conduct early coordination with DuPage County Stormwater Management, including attending a pre-application meeting. The Village of Lisle is a partial waiver community.
8. Provide Quality Assurance / Quality Control Review.

Engineering Studies and Plans

Traffic

1. Obtain peak hour (3 hr AM and 3 hr PM) traffic counts at College Road/Maple Avenue intersection and the signalized Maple Avenue located 635' west of the College Road intersection (Benet Intersection). (Miovision Counts by Atlas Engineering)
2. Submit traffic counts to CMAP and request traffic projection.
3. Perform roadway capacity analysis using HCS for two intersections.
4. Develop IDS for College Road/Maple Avenue intersection. An IDS is not anticipated for the Benet intersection.
5. Develop existing and proposed typical sections.
6. Investigate detour and staged construction alternatives.

Environmental Studies - per *BLRS Chapters 18, 19 & 20; BLR Circulars 96-14, 00-06, 00-10; reference BDE Memos 28-02 and 33-03*

1. Prepare Environmental Survey Request Form and Submit to IDOT.



College Road at Maple Avenue Intersection Improvements
Scope of Work
August 26, 2024

2. Prepare Preliminary Environmental Site Analysis (PESA) (performed by Huff & Huff, Inc.)
3. Environmental Wetland Analysis (performed by Huff & Huff, Inc.) will be submitted to DuPage County Stormwater for concurrence.
4. Wetland Impact Evaluation - Determine impacts to delineated wetlands and submit to IDOT.

Geometric Study - *Design Criteria per BLRS Chap 29 & 30, Secs 32-2, 36-5; any variances per BLRS Sec 27-7 and BLR Circular 02-16 (BLR Form 22120)*

1. Analyze roadway vertical and horizontal alignments.
2. Develop different turn lane alternatives as necessary to satisfy traffic volume requirements and obtain acceptable level of service (LOS) from HCS analysis.
3. Develop several concept level plans for discussion that would reduce the skew in the intersection. One of the concepts would be to develop a curve through the intersection which would shift the intersection west of its current location. Based on discussions, two alternatives would be further developed with a rough cost estimate and pros and cons for each. A preferred alternative would then be selected.
4. Develop preferred plan and profile.
5. Investigate right-of-way and easement requirements based on the proposed geometry, drainage, and construction needs.

Crash Analyses - *per BLRS Sec. 22-2.02(e), reference BLR Circular 01-01*

1. Prepare accident summary and plot collision diagrams for the roadway segments within the anticipated project limits. The County's MS2 software might be used for this.
2. Analyze 5 years of crash data and determine where improvements may be required.
3. Crash data to be provided by DuPage DOT or police department.

Project Development Report (PDR)- *BLR 22211 - various references as listed on the form*

1. Develop Location Map
2. Include Public Transportation Schedules and/or Maps
3. Review and Document Design Exceptions
4. Prepare draft report and exhibits.
5. Process report (Anticipated to be Categorical Exclusion, Group I). - *per BLRS Sec. 22-2.11*
6. Revise report based on review comments and public comments (2 revisions)
7. Develop two disposition of comments

Quantity Calculations and Estimates

1. Determine quantity of major pay items.
2. Develop opinion of probable construction cost for preferred alternate. - *use previous similar project bid tabs and recent bid tabs from IDOT website*



3. Develop rough cost estimates for two additional alternates.

Public Involvement

1. Send initiation letters to potential affected parties (postal services, emergency services, bus services) and local school districts.
2. Property owner impact letters with an impact exhibit will be prepared for 4 locations with temporary easement or ROW impacts.
3. Ciorba will attend up to 5 stakeholder meetings for the project and provide meeting exhibits and meeting minutes. Meetings anticipated for:
 - a. Benedictine University
 - b. Benet Academy
 - c. St. Procopius Abbey
 - d. Sacred Heart Monastery
 - e. Village of Lisle
4. If the DuPage DOT prefers or requires, two public meetings will be held for this project.
5. The public meetings are included in the budget and will be advertised in a local newspaper per IDOT guidelines.
6. The DuPage DOT will determine a preferred location for the meetings.
7. Ciorba will coordinate with RM Chin to provide exhibits (existing/proposed typical sections, ADT, MOT information, proposed improvement and proposed ROW.
8. Ciorba and RM Chin will attend the public meetings. Display boards will be provided for the meeting. There will be no presentation or audiovisual display.
9. Any public comments will be collected and placed in the project report. Ciorba will provide a response to public comments.

Funding Assistance

1. Review potential grants that could be used to help fund the project.
2. Provide assistance in developing one grant application for the project.

Structural Studies

1. No structural work anticipated.

QC/QA

1. Perform Quality Control/Quality Analysis review prior to project submittals as indicated in the scope of work.

Project Management and Administration

1. Develop a project work plan.
2. Prepare project invoices and progress report following County guidelines.





College Road/Yackley Avenue & Maple Avenue Intersection Limits, Lisle, DuPage County

Activity		Grand Total	Principal	Project Manager III	Project Manager II	Project Manager I	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Lead Surveyor
TOTAL		1446	50	42	247	16	122	141	578	88	124	38
1.	Meetings, Data Collection & Coordination	Task Total: 142	18		69			10	41			4
	0100 Meetings	Meetings: 45	12		25				8			
	Meetings with Owner and Owner Reps (3 mtg - Virtual)	7	3		3				1			
	Meeting with IDOT	2	1		1							
	Meeting with FHWA (2 Mtg)	6	2		2				2			
	Meeting Minutes (6 mtg)	12	3		9							
	Prepare Agenda/Exhibits for Meetings (6 mtg)	18	3		10				5			
	0120 Coordination	Subtotal: 72	6		36			10	20			
	Coordination with Owner and Owner Reps	16	6		10							
	Coordination with IDOT	8			8							
	Coordination with Project Team	24			8			8	8			
	Subconsultants Coordination (Huff, RM Chin, Rubino)	16			10				6			
	Coordination with Utilities	8						2	6			
	0130 Data Collection	Subtotal: 25			8				13			4
	Obtain Tax Maps/ROW Plats	2							2			
	Obtain Plans from Other Agencies	2							2			
	Field Checks	16			8				8			
	Photo log	4										4
	Obtain Aerials	1							1			
2.	Survey	Task Total: 160			2						124	34
	0210 Field Survey	Subtotal: 144			2						110	32
	Project Setup	6			2							4
	Establish Control Points and Ties	8									8	
	Level Circuit	16									8	8
	Horizontal Topography (assume 200-300 ft per hour)	48									40	8
	Cross Sections (assume 300 ft per hour)	42									42	
	Drainage Inventory (6-8 structures per hour)	24									12	12
	0220 Process Survey	Subtotal: 16									14	2
	Down Loading Total Station (1-2 hrs per down load every 2-3 days of topo)	2									2	
	Drafting Existing Conditions (4,000 ft per day)	8									8	
	Create Digital Terrain Model	4									4	
	Review Survey/Revisions	2										2
3.	Water Resources	Task Total: 236		2		16	76	82	60			
	0310 Preliminary Stormwater Analysis	Subtotal: 216				16	68	72	60			
	Hydrologic Modeling	16					6	10				
	Storm Water Detention Analysis	12					4	8				
	Alternatives Analysis	8				2	6					
	BMP Implementation	16				2	6	8				
	Floodplain Compensatory Storage Analysis	24					12	12				
	Evaluate Existing Drainage System and Prepare EDP	60				4	16	16	24			
	Proposed Drainage System (PDP)	80				8	18	18	36			
	0320 Stormwater Reports	Subtotal: 12					4	8				
	Drainage Section of PDR	12					4	8				
	0360 Permits	Subtotal: 8		2			4	2				
	Permit - Early coordination & meeting with DuPage County Stormwater)	8		2			4	2				
5.	Engineering Studies/Plans	Task Total: 696	8		136		40	34	402	76		
	0510 Traffic Studies	Subtotal: 156			16		8	10	86	36		
	Traffic Count Reduction & Tabulation	4							4			
	Existing and Proposed ADTs	2							2			
	Develop Traffic Projections for each Movement	2								2		
	Roadway Capacity Analysis (a.m. & p.m.) (2 Int)	32			2				16	14		
	Develop Existing and Proposed Typical Sections	16			2				6	8		
	Intersection Design Studies (1 IDS)	80			8		8	10	42	12		
	Maintenance of Traffic Plan	20			4				16			
	0520 Environmental Studies	Subtotal: 32			3				17	12		
	Prepare Environmental Survey Request (ESR) Form	12							6	6		
	Prepare ESR Exhibits (1 Sheet)	12			2				4	6		
	Wetland Impact Evaluation (WIE)	8			1				7			
	0530 Geometric Studies	Subtotal: 208			22		22	24	124	16		
	Horizontal Geometry Study (Main, Concepts and 2 Alt Alignments)	72			12			24	36			
	Vertical Geometry Study	24			4		4		16			
	Plan and Profile Sheets (3 Sheets)	48					8		24	16		
	Right-of-Way Analysis (64 Xsections)	64			6		10		48			
	0540 Safety Studies	Subtotal: 20			6		4		10			
	Review and Analyze Crash Data	8					4		4			
	Write Crash Analysis Summary	12			6				6			
	0550 Preliminary Project Plans and Report	Subtotal: 118			36				70	12		
	Location Map	2								2		
	Design Exception checks and documentation	12			2					10		
	Report Preparation	60			20				40			
	Report Revisions (2 revisions)	30			10				20			
	Disposition of Comments (2 dispositions)	12			4				8			
	Public Transportation Schedules/Maps	2							2			

Activity			Grand Total	Principal	Project Manager III	Project Manager II	Project Manager I	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	Lead Surveyor
0590	Public Involvement	Subtotal:	162	8		53		6		95			
	Property Owner Impact Letter		6							6			
	Property Owner Impact Exhibits (4)		24			4				20			
	Existing/Proposed Typical Sections (2 mtgs)		16			2		2		12			
	Aerial Mosaics (2 sheets, Exist & Prop) (2 mtgs)		20			4				16			
	Other Exhibits (Crash, Path Location) (2 mtgs)		16			2		4		10			
	Stakeholder Meetings (5 Mtg - on site)		24			15				9			
	Mtg Minutes/Doc Prep Coord with RM Chin		20			14				6			
	Attend Public Meeting (2 Mtg)		24	8		8				8			
	Comment Management and Reporting		12			4				8			
7.	Quantity, Specifications & Estimates	Task Total:	82			6		6	15	43	12		
0700	Quantity, Specifications and Estimates	Subtotal:	82			6		6	15	43	12		
	Quantity Calculations (Roadway)		30						6	12	12		
	Quantity Calculations (Roadway - Alt Geom)		18						6	12			
	Quantity Calculations and BOM (Earthwork)		8						3	5			
	Quantity Calculations and BOM (Water Resources)		12					4		8			
	Estimate of Cost		14			6		2		6			
8.	Funding Assistance	Task Total:	46			14				32			
0810	Grant Application	Subtotal:	46			14				32			
	Review Grant Opportunities		6			6							
	Assist with One Grant Application		40			8				32			
9.	QC / QA	Task Total:	40	8	16	16							
0900	QC / QA	Subtotal:	40	8	16	16							
	Water Resources QC/QA		12	4	8								
	Roadway QC/QA		28	4	8	16							
10.	Project Management & Administration	Task Total:	44	16	24	4							
1000	Project Management & Administration	Subtotal:	44	16	24	4							
	Project Management		40	16	24								
	Project Scheduling		4			4							



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Ciorba Group, Inc.
PRIME/SUPPLEMENT Prime

DATE 08/26/24
PTB NO. _____

CONTRACT TERM 34 MONTHS
START DATE 7/12/2024
RAISE DATE 12/31/2024

OVERHEAD RATE _____
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

<div>7/12/2024 - 12/31/2024</div> <div>6</div> <div>34</div> <div>= 17.65%</div> <div>= 1.0430</div>	<div>1/1/2025 - 12/31/2025</div> <div>12</div> <div>34</div> <div>36.35%</div>	<div>1/1/2026 - 12/31/2026</div> <div>12</div> <div>34</div> <div>37.44%</div>	<div>1/1/2027 - 4/30/2027</div> <div>4</div> <div>34</div> <div>12.86%</div>	<div></div> <div></div> <div></div> <div></div> <div></div>	
The total escalation for this project would be:					4.30%



Payroll Rates

FIRM NAME	Ciorba Group, Inc.	DATE	08/26/24
PRIME/SUPPLEMENT	Prime		
PTB NO.			

ESCALATION FACTOR **4.30%**

[illegible]

Firm	Ciorba Group, Inc.
Route	
Section	
County	
Job No.	
PTB & Item	

Complexity Factor 0

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

Route
Section
County
Job No.
PTB/Item

Date 08/26/24

Payroll Classification	Avg Hourly Rates	Total Project Rates			Meetings, Data Coll & Coord			Survey			Water Resources			Engineering Studies/Plans			Quantity, Specs & Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Princippal	\$86.00	50	3.46%	2.97	18	12.68%	10.90							8	1.15%	0.99			
Project Manager III	\$86.00	42	2.90%	2.50							2	0.85%	0.73						
Lead Structural Engineer	\$85.79	0																	
Project Manager II	\$82.70	247	17.08%	14.13	69	48.59%	40.18	2	1.25%	1.03				136	19.54%	16.16	6	7.32%	6.05
Project Manager I	\$70.80	16	1.11%	0.78							16	6.78%	4.80						
Structural Project Engineer	\$65.71	0																	
Project Engineer	\$59.37	122	8.44%	5.01							76	32.20%	19.12	40	5.75%	3.41	6	7.32%	4.34
Senior Resident Engineer		0																	
Resident Engineer		0																	
Senior Engineer	\$50.79	141	9.75%	4.95	10	7.04%	3.58				82	34.75%	17.65	34	4.89%	2.48	15	18.29%	9.29
Structures Engineer II	\$44.67	0																	
Engineer II	\$43.28	578	39.97%	17.30	41	28.87%	12.50				60	25.42%	11.00	402	57.76%	25.00	43	52.44%	22.70
Structures Engineer I	\$40.42	0																	
Engineer I	\$39.63	88	6.09%	2.41										76	10.92%	4.33	12	14.63%	5.80
Senior Technician	\$52.15	124	8.58%	4.47				124	77.50%	40.42									
Lead Surveyor	\$55.28	38	2.63%	1.45	4	2.82%	1.56	34	21.25%	11.75									
Technician I		0																	
Administrative Services	\$55.54	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
TOTALS		1446	100%	\$55.98	142	100%	\$68.72	160	100%	\$53.20	236	100%	\$53.30	696	100%	\$52.37	82	100%	\$48.18

Route
Section
County
Job No.
PTB/Item

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Funding Assistance			QC / QA			Project Management & Administ			Atlas Engineering			Huff and Huff, Inc.			RM Chin		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Princippal	\$86.00				8	20.00%	17.20	16	36.36%	31.27									
Project Manager III	\$86.00				16	40.00%	34.40	24	54.55%	46.91									
Lead Structural Engineer	\$85.79																		
Project Manager II	\$82.70	14	30.43%	25.17	16	40.00%	33.08	4	9.09%	7.52									
Project Manager I	\$70.80																		
Structural Project Engineer	\$65.71																		
Project Engineer	\$59.37																		
Senior Resident Engineer																			
Resident Engineer																			
Senior Engineer	\$50.79																		
Structures Engineer II	\$44.67																		
Engineer II	\$43.28	32	69.57%	30.11															
Structures Engineer I	\$40.42																		
Engineer I	\$39.63																		
Senior Technician	\$52.15																		
Lead Surveyor	\$55.28																		
Technician I																			
Administrative Services	\$55.54																		
TOTALS		46	100%	\$55.28	40	100%	\$84.68	44	100%	\$85.70	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



CONSULTANT: Atlas Engineering Group, Ltd.

PROJECT: Phase I for the College Road and Maple Avenue Intersection Improvements / DuPage County, IL.

Document: Miovision Processing Fees Breakdown

Traffic Data Collection

Atlas will collect traffic data utilizing Miovision Scout cameras. Count data will be processed by Miovision, TMC data and ATR reports will be provided in 15-minute and 60-minute increments, respectively. The following traffic counts will be performed:

1. College Road and Maple Avenue intersection: Turning Movement Count (TMC) for the peak 3-hour AM and Peak 3-hour PM with Vehicle Classification and Pedestrians/Bicycles in crosswalks.
2. Signalized Intersection on Maple Avenue 600' west of College Road: for the peak 3-hour AM and Peak 3-hour PM with Vehicle Classification and Pedestrians/Bicycles in crosswalks.

Miovision Processing Fees:

Study	# of T-2 Studies	Study Duration	# of Days	Total Hours	Unit Cost	Total Cost
College Road and Maple Avenue intersection	1	6	1	6	\$23.10	\$138.60
Maple Avenue 600' west of College Road	1	6	1	6	\$23.10	\$138.60
						\$277.20

Note: Miovision Invoice will be submitted along with Atlas's invoice.



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Atlas Engineering Group, Ltd.
PRIME/SUPPLEMENT Prime

DATE 09/17/24
PTB NO. DuDOT

CONTRACT TERM 36 MONTHS
START DATE 6/1/2024
RAISE DATE 1/1/2025

OVERHEAD RATE 158.00%
COMPLEXITY FACTOR
% OF RAISE 2.00%

ESCALATION PER YEAR

<div>6/1/2024 - 5/31/2027</div> <div>36</div> <div>36</div>	<div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>
= 100.00%				
= 1.0000				
The total escalation for this project would be:		0.00%		



Payroll Rates

FIRM NAME Atlas Engineering Group, Ltd. DATE 09/17/24
PRIME/SUPPLEMENT Prime
PTB NO. DuDOT

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Transportation Director	\$86.00	\$70.00
Project Manager	\$76.67	\$70.00
Project Engineer II	\$53.00	\$53.00
Project Engineer I	\$46.50	\$46.50
Staff Engineer	\$36.93	\$36.93
Engineering Technician II	\$41.00	\$41.00
Engineering Technician I	\$27.00	\$27.00
Field Technician II	\$41.00	\$41.00
Field Technician I	\$33.00	\$33.00



Cost Estimate of Consultant Services (Direct Labor Multiple)

Firm	Atlas Engineering Group, Ltd.
Route	
Section	
County	
Job No.	
PTB & Item	DuDOT

Date	09/17/24
Overhead Rate	158.00%
Complexity Factor	0

DBE DROP BOX	ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS	DBE TOTAL	TOTAL	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
DBE	Peak Hour Turning Movement Counts	8	296.00	828.80	277.20		1,106.00	1,106.00	42.20%
DBE	Data Review and Processing	8	365.00	1,022.00			1,022.00	1,022.00	39.00%
DBE	QA/QC	3	176.00	492.80			492.80	492.80	18.80%
	TOTALS	19	837.00	2,343.60	277.20	0.00	2,620.80	2,620.80	100.00%

DBE 100.00%

DBE



Sheet 1 OF 1

80



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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Oak Brook, IL 60523
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August 16, 2024

via email: mjohnson@ciorba.com

Mr. Mark Johnson, PE, PTOE
Roadway Project Manager
Ciorba Group, Inc. | Consulting Engineers
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631

**Re: Phase I Environmental Services
College Avenue at Maple Avenue
DuPage County, Illinois
Proposal No. 81.P013050.25.23 R1**

Dear Mr. Johnson

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H), is pleased to submit this proposal to Ciorba Group (Client) to provide Phase I Environmental Services for the proposed intersection improvements at College Road and Maple Avenue, in DuPage County, Illinois. Per Client request, the attached scope includes tasks for performing environmental coordination including biological and cultural clearances, wetland/waterway delineations, and a Preliminary Environmental Site Assessment (PESA). This proposal presents our project approach, scope of services, cost, and schedule for completing the project.

Project background and understanding is identified in Section 1, Phase I scope and fee is included in Section 2. The project schedule is included in Section 3 and proposal acceptance information is included in Section 4.

1. PROJECT BACKGROUND

Client has provided H&H with a figure depicting the approximate project limits and a copy DuPage County's Request for Qualifications (RFQ) for Phase I Professional Preliminary & Design Engineering Services, which shall serve as our basis of understanding of the project in developing this scope and fee. We understand the project may utilize Surface Transportation Program (STP) and/or Highway Safety Improvement Program (HSIP) funding. Since this project will be developed to be eligible for future federal funding, all work must be done in accordance with IDOT guidelines.

Further, we understand that the scope of work is expected to involve intersection improvements including channelization, signal modernization, ADA and bicycle-pedestrian accommodations.

2. SCOPE OF SERVICES

Task 1 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project corridor and the process will follow general protocols contained within:



- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared, including the following information:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 2 – Wetland and Surface Waters/Waterway Delineation and Report

H&H proposes to complete a wetland and Waterway delineation within the project limits in accordance with:

- The USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*, (Supplemental Wetland Manual);
- The February 25, 2022 USACE Nationwide Permit Program (NWP)



- DuPage County Stormwater and Floodplain Ordinance submittal Tab 4.

In preparing this proposal, H&H has made the following assumptions:

- Wetland permitting, mitigation design, plan preparation, monitoring, or management services are not included in this proposal;
- Biological clearances not related to wetland services will be provided by IDOT through the Environmental Survey Request (ESR) submittal.

A. Off-Site Record/Document Review

The following records/documents will be reviewed prior to conducting field investigations. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The resources to be reviewed and used include:

- Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- U.S. Fish and Wildlife Service (USFWS), National Wetland Inventory (NWI) Maps;
- DuPage County Critical Wetland Map;
- Natural Resources Conservation Services (NRCS), Soil Survey of DuPage County;
- Hydric Soils of the United States;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases (if available).

B. On-Site Investigation (Field Inventory)

H&H will complete the wetland delineation for all wetlands within the project limits. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. Wetland and surface water perimeters within the Project Area will be surveyed by H&H in the field using Global Positioning System (GPS). A wetland and surface water boundary map will be derived from the GPS survey of these features. Shapefiles of the surveyed areas will be provided. H&H typically conducts GPS survey for all wetlands and surface waters to provide information to complete the report exhibits.

The field work will be completed within the Chicago District, USACE growing season for DuPage County (mid-April to mid-October). Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. This task assumes access will be provided to H&H to conduct field work within the project limits as coordinated with the Client.

C. Wetland Report

A Wetland Delineation Report will be prepared summarizing the findings of the desktop review and the on-site investigation. This report will be submitted to the Client as a PDF only. The shapefiles of the wetland boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map identifying the Project Area;
- Aerial photographs with the limits of delineated wetlands, surface waters, and data points;
- USACE data sheets with color photos of the vegetation, soils, and wetlands at each data point;
- Floristic Quality Assessment (FQA) table with associated native Floristic Quality Index (FQI) and mean native Coefficient of conservatism (C-value) calculations;
- MMI Wildlife Assessment; and



- Written description of wetland functional classification.

Biological and Cultural Clearances will be obtained through the IDOT ESR process. Therefore, H&H will not obtain non-wetland biological or cultural information outside of the ESR information.

Task 3 - Wetland Boundary Verification

DuPage County requires a boundary verification (BV) for constructed features and wetlands for permitting purposes, which is valid for two years. Therefore, H&H will formally submit a BV request to DuPage County for the project after the wetland delineation and wetland report have been completed, which will be scheduled based on current availability of the DuPage County Stormwater Management Department.

Time is included for H&H to complete a field visit to prepare for the BV, which will include verifying the boundary flagging is still present of the delineated wetlands and any offsite wetlands as required by DuPage County and submitting a request for a BV through DuPage County's online permitting system. Verifying the flagging will be done just prior to the meeting with the DuPage County staff. Time is also included for H&H to complete the onsite boundary verification with DuPage County. This task includes fees associated with obtaining a BV from DuPage County, which are anticipated to be \$500.00. If boundaries are altered during this task, the wetland report will be revised to reflect the decisions for the BV.

Task 4 – Project Management and QAQC

Time under this task includes project administration and management activities that includes cost and schedule tracking; coordination with Client on authorized activities; report/memo production and other in-house management activities. Time under this task also includes QA/QC time for field investigations, resource reviews, and reports as described above.

3. LEVEL OF EFFORT AND SCHEDULE

The fee for the currently proposed scope of services is included on the attached worksheets in DLM 2.80 format and associated direct cost worksheet (BDE 436 format).

Tasks will be initiated on a schedule as determined by Client with a notice to proceed (NTP) for each task. The PESA will require six (6) weeks to complete and the wetland report will be completed four (4) weeks after completion of the fieldwork.

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME	Huff & Huff, Inc., a subsidiary of GZA	DATE	07/11/24
PRIME/SUPPLEMENT	Ciorba Group, Inc.	PTB NO.	
CONTRACT TERM	34 MONTHS	OVERHEAD RATE	190.00%
START DATE	7/12/2024	COMPLEXITY FACTOR	0
RAISE DATE	3/1/2025	% OF RAISE	3.00%

ESCALATION PER YEAR

7/12/2024 - 5/11/2027				
34				
34				
= 100.00%				
= 1.0000				
The total escalation for this project would be:		0.00%		

Payroll Rates

FIRM NAME Huff & Huff, Inc., a subsidiary of DATE 07/11/24
PRIME/SUPPLEMENT Ciorba Group, Inc.
PTB NO. _____

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$85.96	\$70.00
Associate Principal III	\$83.37	\$70.00
Associate Principal II	\$76.01	\$70.00
Associate Principal I	\$71.92	\$70.00
Senior Project Manager III	\$73.19	\$70.00
Senior Project Manager II	\$60.44	\$60.44
Senior Project Manager I	\$56.56	\$56.56
Senior Landscape Architect	\$61.47	\$61.47
Senior Planning PM	\$59.03	\$59.03
Senior Technical Specialist II	\$62.64	\$62.64
Senior Technical Specialist I	\$55.79	\$55.79
Senior Scientist PM II	\$61.17	\$61.17
Senior Technical Scientist	\$57.15	\$57.15
Scientist PM II	\$53.34	\$53.34
Scientist PM I	\$46.97	\$46.97
Assistant PM Scientist	\$39.32	\$39.32
Environmental Engineer PM II	\$49.99	\$49.99
Environmental Engineer PM I	\$47.00	\$47.00
Assistant PM Engineer I	\$41.15	\$41.15
Engineer II	\$31.75	\$31.75
Engineer I	\$35.69	\$35.69
Scientist SI	\$34.50	\$34.50
Scientist SII	\$30.16	\$30.16
Technical Graphics Technician	\$27.73	\$27.73
Administrative Executive	\$52.42	\$52.42
Senior Administrative Assistant	\$36.31	\$36.31
Billing Administrator	\$25.00	\$25.00

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

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

Firm	Huff & Huff, Inc., a subsidiary of GZA
Route	College Road at Maple Avenue
Section	TBD
County	DuPage
Job No.	TBD
PTB & Item	

Date	07/11/24
Overhead Rate	190.00%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
PESA	53	2,040.45	5,713.26	329.90	0.00		6,043.16	39.71%
Wetland Delineation	56	2,193.84	6,142.75	530.60	0.00		6,673.35	43.85%
Boundary Verification	9	436.93	1,223.40	0.00	0.00		1,223.40	8.04%
Project Admin/QA/QC	7	456.31	1,277.67	0.00	0.00		1,277.67	8.40%
TOTALS	125	5,127.53	14,357.08	860.50	0.00	0.00	15,217.58	100.00%

Average Hourly Project Rates

Route College Road at Maple Avenue
Section TBD
County DuPage
Job No. TBD
PTB/Item

Consultant Huff & Huff, Inc., a subsidiary of GZA

Date 07/11/24

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Wetland Delineation			Boundary Verification			Project Admin/QA/QC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$70.00	0																	
Associate Principal III	\$70.00	0																	
Associate Principal II	\$70.00	8	6.40%	4.48	2	3.77%	2.64	2	3.57%	2.50				4	57.14%	40.00			
Associate Principal I	\$70.00	4	3.20%	2.24	2	3.77%	2.64							2	28.57%	20.00			
Senior Project Manager III	\$70.00	0																	
Senior Project Manager II	\$60.44	0.5	0.40%	0.24	0.5	0.94%	0.57												
Senior Project Manager I	\$56.56	0																	
Senior Landscape Architect	\$61.47	0																	
Senior Planning PM	\$59.03	0																	
Senior Technical Specialist II	\$62.64	0																	
Senior Technical Specialist I	\$55.79	0																	
Senior Scientist PM II	\$61.17	4	3.20%	1.96				3	5.36%	3.28	1	11.11%	6.80						
Senior Technical Scientist	\$57.15	0																	
Scientist PM II	\$53.34	0																	
Scientist PM I	\$46.97	20	16.00%	7.52				12	21.43%	10.07	8	88.89%	41.75						
Assistant PM Scientist	\$39.32	0																	
Environmental Engineer PM II	\$49.99	0																	
Environmental Engineer PM I	\$47.00	3.5	2.80%	1.32	3.5	6.60%	3.10												
Assistant PM Engineer I	\$41.15	4	3.20%	1.32	4	7.55%	3.11												
Engineer II	\$31.75	0																	
Engineer I	\$35.69	10	8.00%	2.86	10	18.87%	6.73												
Scientist SI	\$34.50	58	46.40%	16.01	26	49.06%	16.92	32	57.14%	19.71									
Scientist SII	\$30.16	0																	
Technical Graphics Technician	\$27.73	10	8.00%	2.22	4	7.55%	2.09	6	10.71%	2.97									
Administrative Executive	\$52.42	0																	
Senior Administrative Assistant	\$36.31	3	2.40%	0.87	1	1.89%	0.69	1	1.79%	0.65				1	14.29%	5.19			
Billing Administrator	\$25.00	0																	
		0																	
		0																	
		0																	
TOTALS		125	100%	\$41.02	53	100%	\$38.50	56	100%	\$39.18	9	100%	\$48.55	7	100%	\$65.19	0	0%	\$0.00

ERIS Fee Schedule for GZA PACKAGE OPTIONS



\$85*/
\$120

ERIS REPORT+FIMs



\$205

**ERIS REPORT+FIMs
+CHOOSE 1 (AERs, TOPOs, CD)**



\$260

**ERIS REPORT+FIMs
+CHOOSE 2 (AERs, TOPOs, CD)**



\$285

**ERIS REPORT+FIMs
+AERs+TOPOs+CD**



\$395

**ERIS REPORT+FIMs
+AERs+TOPOs+CD+ELS**



\$590

**ERIS REPORT+FIMs+AERs
+TOPOs+CD+ELS+COT**

CD, if selected in E2–E3 includes **one** street; E4–E6 includes **two** streets.

** Price with no FIM coverage*

*Note: E1 Option – add a PSR for \$125 (no FIM coverage)/\$165 (with FIMs);
Packages E2 and above come with Physical Setting Report (PSR)*

A LA CARTE OPTIONS

Database Report	\$95	Fire Insurance Maps (FIMs)	Call
Database + PSR	\$110	Vapor Screening Tool	\$40/\$135
Environmental Lien Search (ELS)	\$145	Aerial Photo Decade Package	\$95
60-Year Chain of Title (COT)	\$335	City Directory 1 Street	\$95
ELS & COT Bundle	\$345	City Directory 2 Streets	\$115
Physical Setting Report (PSR)	\$90	Historical Topo Maps	\$95

** With E1 to E6 Package / ** with Db Report & ERIS Xplorer*

Please contact Nick Freeman at nfreeman@erisinfo.com or 585-808-7572

R. M. Chin & Associates, Inc.

Public Involvement Scope

This task includes content development and creative design. CHIN will order all materials and supplies needed for the public meeting as well as set up and breakdown exhibits the day of the event. This task also includes attendance by the Consultant Team for each public meeting.

Stakeholder List

Public Comments

Consultant will develop a stakeholder list which will include relevant DuPage County departments, community members, local advocacy organizations, local businesses, residential groups, transportation agencies and elected officials. This list will include stakeholder identification, organizational information, contact information, meeting the project website, email, stakeholder, and public meetings, and create a comment log to track the comments received. Our team will coordinate with the project team to review, group, and respond to comments and make the responses available on the project website and in a project newsletter.

Branding

Individual/Small Group Meetings

CHIN will coordinate and facilitate impacted stakeholder meetings ranging from one-on-one, medium group meetings. The consultant will ensure that all meetings are cohesive with the DuPage County requirements.

CHIN will conduct outreach to attendees to let them know about the project, coordinate meeting dates, and serve as their main point of contact. CHIN will assist in development of collateral materials for the meeting including one-pagers or presentations, and maps, and attend the meetings to facilitate conversations, take notes and develop a post-meeting summary. The meetings will include but are not limited to:

- Benedictine University
- Benet Academy
- Sacred Heart Monastery
- St. Procopius Abbey

Public Meeting

It is assumed that under this contract there will be up to two (2) public meetings. The public meetings will be in an open house format.

Prior to each public meeting, the following activities are anticipated:

- Consultant will work with DuPage County to identify dates and times for the meetings.
- Dry Run meeting with DuPage County with representatives, as deemed necessary by the DuPage County project manager, this meeting is expected to be in-person and attended by five (5) project team staff no more than two (2) will be staff from CHIN.

The following materials are to be developed for each public meeting:

- 4"x6" advertisement is to run (3) weeks and one (1) week before the public meeting in local or regional newspaper as agreed upon with DuPage County
- Meeting invitations for public meeting, businesses and residents whose mailing addresses are to be compiled by the Consultant a digital copy will also be provided.
- Day of materials, such as sign-in sheets and comment cards
- Up to 10 – 24"x36" exhibit boards
- Roll plot maps.
- One-page project information handouts
- Directional signage

R. M. Chin & Associates, Inc.

This task includes content development and creative design. CHIN will order all materials and supplies needed for the public meeting as well as set up and breakdown exhibits the day of the event. This task also includes attendance by the Consultant Team for each public meeting.

Public Comments

Consultant will obtain public comments gathered through different communications channels including meeting the project website, email, stakeholder, and public meetings, and create a comment log to track the comments received. Our team will coordinate with the project lead to review, group, and respond to comments and make the responses available on the project website and in a project newsletter.

Branding

Branding

The consultant will ensure that all branding is cohesive with the DuPage County requirements.



FIRM NAME R.M. Chin & Associates, Inc.
PRIME/SUPPLEMENT Ciorba

CONTRACT TERM 34 MONTHS
START DATE 7/12/2024
RAISE DATE 1/1/2025

Payroll Escalation Table
Anniversary Raises
DLM 2.80

DATE _____
PTB NO. _____
OVERHEAD RATE 100.74%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

17

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

4.25%

The total escalation for this project would be: 4.25%



Payroll Rates

FIRM NAME R.M. Chin & Associates, Inc. DATE _____
PRIME/SUPPLEMENT Ciorba
PTB NO. _____

ESCALATION FACTOR **4.25%**

[illegible]

Firm	R.M. Chin & Associates, Inc.
Route	
Section	
County	
Job No.	
PTB & Item	

Complexity Factor

0

DBE 100.00%

July 24, 2024

To: Mark Johnson
Ciorba Group
8725 W Higgins Rd Suite 600
Chicago, IL

Re: Proposal - Geotechnical Exploration
Proposed College Road at Maple Ave.
Intersection Improvements
DuPage County, Illinois

Proposal No. Q24.291g_REV1

Via email: mjohnson@ciorba.com

Dear Mr. Johnson,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Mark Johnson of Ciorba Group via email on May 17, 2024.

PROJECT UNDERSTANDING

Rubino understands that Ciorba Group is planning to aid DuPage County on design of improvements to the College Road and Maple Avenue Intersection. Rubino has been requested to provide geotechnical recommendations associated with intersection improvement. No further information on traffic signals or project scope was provided at the time of this proposal creation.

Information received:

- RFP email from Mark Johnson of Ciorba Group on May 17, 2024.
- Revisoin request on July

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Site Access	Open site
Drilling Permits Expected	DuPage County
Soil Sampling Method Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Attenuator Truck
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site
Patching	DOT non-shrink grout
Additional Field Equipment needed	Rimac – for AASHTO

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
4	-	30	Traffic Signals	2 ½ ft to 30 ft	AASHTO(Rimac)
4	4	10	Each Leg		
8 Total Borings	4 Cores	160 Total Lineal Feet			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration of the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary. Rubino will subcontract a traffic control company to provide attenuator truck.

Boring Locations

The approximate proposed boring locations will be determined prior to mobilization and coordinated with DuPage County. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of **30 feet**.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or DOT non shrink grout. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics. Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests is summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	64	Cohesive Samples

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
 - *Summary table of encountered pavement and subbase stone thickness with photo documentation*
- *Geotechnical recommendations pertaining to:*
 - *Traffic signal recommendations*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Ciorba Group.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 – 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a direct labor multiplier (DLM) fee basis per the attached BDE 3606 form. Based on the scope of services outlined above, the estimated fee will be **\$ 20,495.58**.

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 8) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 9) The minimum billing increment for time is a half hour.
- 10) A project set-up charge of a minimum of two hours applies to all projects.
- 11) Professional services rates are exclusive of expert deposition or testimony time.
- 12) Drilling and field service rates are based on OSHA Level D personnel protection.
- 13) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 14) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 15) Services and fees not listed on this schedule may be quoted on request.
- 16)
- 17)



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT Prime

DATE 05/23/24
PTB NO. 1

CONTRACT TERM 34 MONTHS
START DATE 7/12/2024
RAISE DATE 3/1/2025

OVERHEAD RATE 176.27%
COMPLEXITY FACTOR
% OF RAISE 2.00%

ESCALATION PER YEAR

<div>7/12/2024 - 5/11/2027</div>				
<div>34</div>				
<div>34</div>				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

FIRM NAME	<u>Rubino Engineering, Inc.</u>	DATE	<u>05/23/24</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.	<u>1</u>		

[illegible]

Firm	Rubino Engineering, Inc.
Route	College Road/Yackley Avenue & Maple Avenue Intersection
Section	Lisle
County	DuPage
Job No.	
PTB & Item	1

Date	05/23/24
Overhead Rate	176.27%
Complexity Factor	0

ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(C+D+E)	(C+D+E)	
Drilling, Coring, Report Prep	86	4,343.92	12,162.98	8,332.60		20,495.58	20,495.58	100.00%
TOTALS	86	4,343.92	12,162.98	8,332.60	0.00	20,495.58	20,495.58	100.00%

Average Hourly Project Rates

Route College Road/Yackley Avenue & Maple Avenue Intersection
 Section Lisle
 County DuPage
 Job No.
 PTB/Item 1

Consultant Rubino Engineering, Inc.

Date 05/23/24

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Drilling, Coring, Report Prep														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Material Tester 1 & 2	\$43.90	8	9.30%	4.08	8	9.30%	4.08												
Project Manager / Engineer	\$48.46	16	18.60%	9.02	16	18.60%	9.02												
Staff Engineer / Geologist / So	\$35.62	28	32.56%	11.60	28	32.56%	11.60												
Laboratory Staff	\$30.00	0																	
Principal	\$70.00	2	2.33%	1.63	2	2.33%	1.63												
Driller	\$65.00	32	37.21%	24.19	32	37.21%	24.19												
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TOTALS		86	100%	\$50.51	86	100%	\$50.51	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

(THIS IS INTENTIONALLY LEFT BLANK)

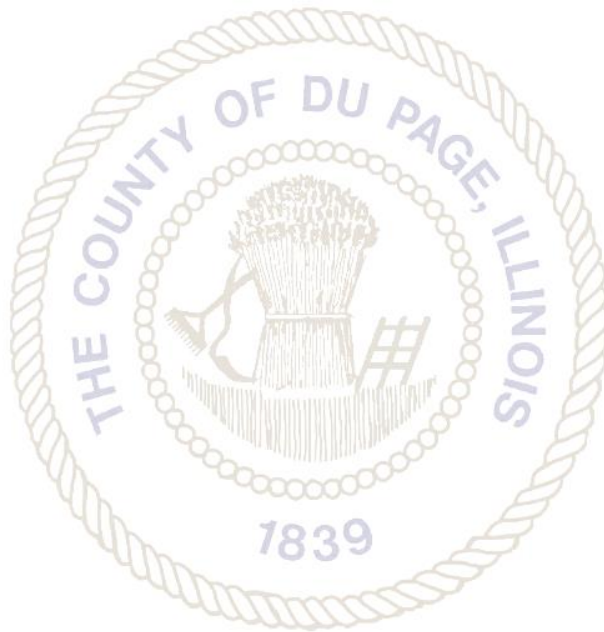


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing


CONSULTANT: Ciorba Group, Inc.

PROJECT: 23-00250-02-CH

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$86.00	\$86.00	
Project Manager III	\$85.00	\$86.00	
Lead Structural Engineer			
Project Manager II	\$75.00	\$86.00	
Project Manager I	\$62.00	\$79.00	
Structural Project Engineer			
Project Engineer	\$54.00	\$73.00	
Senior Resident Engineer			
Resident Engineer			
Senior Engineer	\$45.00	\$59.00	
Structures Engineer II			
Engineer II	\$40.00	\$52.00	
Structures Engineer I			
Engineer I	\$36.00	\$44.00	
Senior Technician	\$44.00	\$58.00	
Lead Surveyor	\$53.00	\$61.00	
Technician I			
Administrative Services			
Intern	\$22.00	\$26.00	

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

Signature of Authorized Agent
for CONSULTANT:


Signature

Date: 6/12/2024

Duane O'Laughlin, Chief Operating Officer
Print Name

Approved By COUNTY:


Yifang Lu, Chief Highway Engineer

Date: 9/16/2024

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Atlas Engineering Group, Ltd.

PROJECT: Collage Road and Maple Avenue Intersection Improvement

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$86.00	\$86.00	
Structural Director	\$86.00	\$86.00	
Survey Director	\$65.00	\$76.00	
Transportation Director	\$70.00	\$86.00	
Construction Management Director	\$86.00	\$86.00	
Senior Project Manager	\$78.00	\$83.00	
Project Manager	\$70.00	\$81.00	
Project Engineer III	\$59.00	\$67.00	
Project Engineer II	\$48.00	\$58.00	
Project Engineer I	\$43.00	\$50.00	
Staff Engineer	\$32.00	\$42.00	
Engineer Technician III	\$57.00	\$61.00	
Engineer Technician II	\$37.00	\$44.00	
Engineer Technician I	\$22.00	\$30.00	
Field Technician IV	\$42.00	\$60.00	
Field Technician II	\$41.00	\$44.00	
Field Technician I	\$25.00	\$35.00	
Survey Crew Chief	\$53.00	\$60.00	
Surveyor	\$25.00	\$42.00	
Senior CADD Technician	\$38.00	\$45.00	
CADD Technician	\$25.00	\$37.00	
Administrator	\$72.00	\$76.00	
Administrative Assistant	\$33.00	\$35.00	
Intern	\$22.00	\$24.00	

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

Signature of Authorized Agent
for CONSULTANT:

[Redacted Signature]

Signature

Natalia Homedi, PE

Print Name

Date: 05/22/2024

Approved By COUNTY:

[Redacted Signature]

Yifang Lu, Chief Highway Engineer

Date: 9/16/2024

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Huff & Huff, Inc.

PROJECT: College Road at Maple Avenue

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$78.00	\$86.00	
Associate Principal III	\$78.00	\$86.00	
Associate Principal II	\$70.00	\$86.00	
Associate Principal I	\$68.00	\$80.00	
Senior Consultant II	\$75.00	\$86.00	
Senior Project Manager III	\$68.00	\$78.00	
Senior Project Manager II	\$57.00	\$63.00	
Senior Project Manager I	\$53.00	\$63.00	
Senior Landscape Architect	\$59.00	\$67.00	
Senior Planning PM	\$56.00	\$66.00	
Senior Technical Specialist II	\$62.00	\$68.00	
Senior Technical Specialist I	\$55.00	\$61.00	
Senior Scientist PM II	\$57.00	\$70.00	
Senior Technical Scientist	\$54.00	\$65.00	
Scientist PM II	\$49.00	\$58.00	
Scientist PM I	\$46.00	\$50.00	
Assistant PM Scientist	\$37.00	\$42.00	
Environmental Engineer PM I	\$47.00	\$49.00	
Geotechnical Engineer PM I	\$48.00	\$55.00	
Assistant PM Engineer I	\$41.00	\$50.00	
Engineer II	\$31.00	\$34.00	
Engineer I	\$33.00	\$36.00	
Scientist SI	\$33.00	\$38.00	
Scientist SII	\$31.00	\$32.00	
Technical Graphics Technician	\$25.00	\$30.00	
Administrative Executive	\$48.00	\$55.00	
Senior Administrative Assistant	\$34.00	\$41.00	
Lead Word Processor	\$42.00	\$48.00	
Billing Administrator	\$25.00	\$29.00	

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

Signature of Authorized Agent
for CONSULTANT:

[Redacted Signature]

Date: 05/23/2024

Signature

Margaret Panatera

Print

[Redacted Signature]

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: 9/16/2024

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: PSB 041 2023-12 Design College Rd at Maple Ave & Various

[illegible]Page 1 of 2
Rev 08/23

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: College Road and Maple Ave Intersection Improvements

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

Michelle Lipinski

Page 1 of 2
Rev 08/23

Exhibit C Notes

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

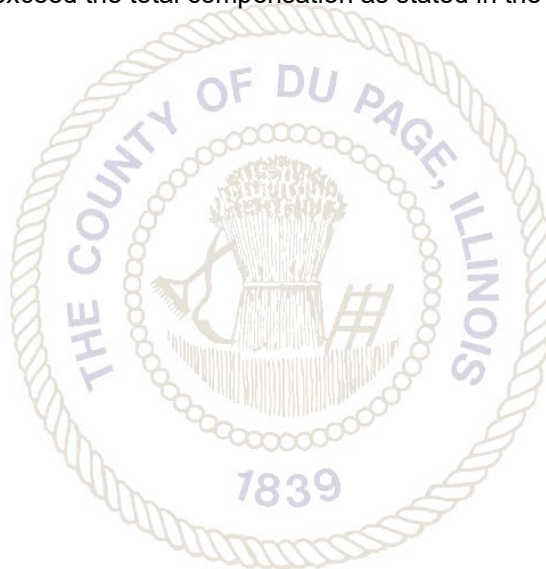


EXHIBIT D

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

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

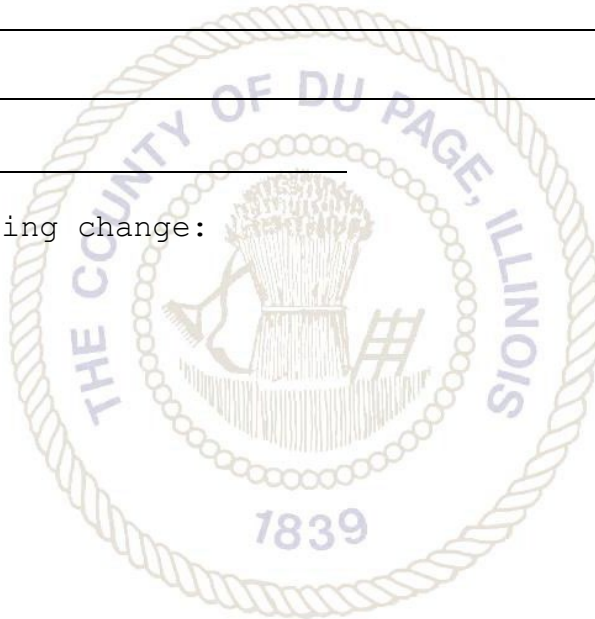
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____
(attach resume)

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>08/08/24</u>		

Consultant
Ciorba Group, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	14	\$65.00	\$910.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	3	\$25.00	\$75.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$985.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date 09/17/24

Consultant

Atlas Engineering Group, Ltd.

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

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Miovision Processing Fees	Actual Processing Cost	<input type="checkbox"/>	2	\$138.60	\$277.20
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$277.20

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>07/11/24</u>		

Consultant

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>		\$0.67	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	1	\$65.00	\$65.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>	6	\$1.75	\$10.50
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Database Package (ERIS E4 Report)	Actual Cost (see attached pricing list)	<input type="checkbox"/>	1	\$285.00	\$285.00
Boundary Verification	Actual Cost	<input type="checkbox"/>	1	\$500.00	\$500.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$860.50

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>08/23/24</u>		

Consultant

R.M. Chin & Associates

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	400	\$2.50	\$1,000.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	4	\$1,000.00	\$4,000.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	2	\$1,000.00	\$2,000.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	65	\$15.00	\$975.00
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$8,170.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date 05/22/24

Consultant

Rubino Engineering, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>	5	\$65.00	\$325.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" type="checkbox"/>	2	\$2,800.00	\$5,600.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Rig Mobilization	In House Direct Cost	<input checked="" type="checkbox"/>	2	\$700.00	\$1,400.00
Moisture Content	In House Direct Cost	<input checked="" type="checkbox"/>	64	\$8.90	\$569.60
Atterberg Limits	In House Direct Cost	<input checked="" type="checkbox"/>	2	\$89.00	\$178.00
Hydrometer	In House Direct Cost	<input checked="" type="checkbox"/>	2	\$130.00	\$260.00
Drilling, Hourly	In House Direct Cost	<input checked="" type="checkbox"/>		\$425.00	\$0.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$8,332.60

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Required Vendor Ethics Disclosure Statement

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

Date 08/26/2024

Bid/Contract/PO #:

Company Name: Ciorba Group	Company Contact: Melissa Bentz
Contact Phone: 773-355-2923	Contact Email: mbentz@ciorba.com

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

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

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

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

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

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

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

Printed Name Melissa Bentz

Title CFO

Date 08/26/2024

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



Required Vendor Ethics Disclosure Statement

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

Date: 08/23/2024

Bid/Contract/PO #: Phase I/College Rd & Maple Ave

Company Name: Atlas Engineering Group, Ltd.	Company Contact: Natalia Homedi, PE
Contact Phone: (847) 753-8020	Contact Email: nhomedi@aegroupltd.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	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 [REDACTED] and these requirements.

Authorized Signature



Printed Name

Natalia Homedi, PE

Title

President & CEO

Date

08/23/2024

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



Required Vendor Ethics Disclosure Statement

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

Date: 08/26/2024

Bid/Contract/PO #: _____

Company Name: Huff & Huff, Inc. a subsidiary of GZA	Company Contact: Jeremy Reynolds
Contact Phone: 630-684-4406	Contact Email: jeremy.reynolds@gza.com

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

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

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 

Printed Name Jeremy Reynolds

Title Associate Principal

Date 08/26/2024

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



Required Vendor Ethics Disclosure Statement

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

Date: 8/23/2024

Bid/Contract/PO #: PSB 041 2023-12

Company Name: R.M. Chin & Associates	Company Contact: Eileen Chin
Contact Phone: 312.595.2000	Contact Email: eileenc@rmchin.com

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

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

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

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

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

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

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

Printed Name

Title

Date

Eileen Chin

President

8/23/2024

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



Required Vendor Ethics Disclosure Statement

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

08/23/2024

Date: 8/23/24

Bid/Contract/PO #:

Company Name: Rubino Engineering, Inc.	Company Contact: Michelle Lipinski
Contact Phone: 847-931-1555	Contact Email: michelle.lipinski@rubinoeng.com

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

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

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

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

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

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

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

Printed Name

Michelle Lipinski

Title

President

Date

August 23, 2024

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



Transportation Resolution

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

File #: DT-R-0037-24

Agenda Date: 10/1/2024

Agenda #: 9.A.

AWARDING RESOLUTION
TO TRIGGI CONSTRUCTION, INC.
CH 47 ILLINOIS PRAIRIE PATH-CARLTON AVENUE
FOR THE DIVISION OF TRANSPORTATION
SECTION 23-00047-01-BT
(COUNTY COST: \$394,472.65)

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 CH 47 Illinois Prairie Path -Carlton Avenue Improvements, Section 23-00047-01-BT, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024 fiscal year provides for the construction and maintenance of roads, bridges, trails and appurtenances; and

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

<u>NAME</u>	<u>AMOUNT</u>
Triggi Construction, Inc.	\$394,472.65
Alliance Contractors, Inc.	\$408,781.60
A Lamp Concrete Contractors	\$414,345.20
D'Land Construction LLC.	\$453,283.00
Martam Construction, Inc.	\$459,871.90
Acura, Inc.	\$468,600.80
R. W. Duntelman Co.	\$479,999.50
Everlast Blacktop	\$481,145.89
Davis Concrete Construction Co.	\$506,075.15
Landmark Contractors, Inc.	\$520,232.15
Copenhaver Construction, Inc.	\$570,275.56
MYS, Incorporated	\$578,065.75; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Triggi Construction, Inc. for their submission of the lowest, most responsible bid in the amount of \$394,472.65.

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 Triggi Construction, Inc., 1975 Powis Road, West Chicago, Illinois 60186 for their bid of \$394,472.65; and

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

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

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY
DIV. OF TRANSPORTATION

2024 SEP 24 PM 2:00

OPENING OF PROPOSALS

Tuesday, September 24, 2024
2:00 PM

C.H. 47 Illinois Prairie Path
Section 23-00047-01-BT

Engineer's Estimate: \$492,853.50

BIDDER	√	BID AMOUNT
MYS Incorporated		\$578,065.75
R.W. Dunteman Co.		\$479,999.50
Triggi Construction, Inc.		\$397,472.65
Acura Inc.		\$468,600.80
Landmark Contractors, Inc.		\$520,232.15
D'Land Construction LLC		\$453,283.00
A Lamp Concrete Contractors		\$414,345.20
Alliance Contractors, Inc.		\$408,781.60
Copenhaver Construction, Inc.		\$570,275.56
Martam Construction, Inc.		\$459,871.90

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
 - Cover page
 - Proposal
 - Signatures
 - Notice to Bidders
 - Contractor Certifications
 - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
- 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 Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2024 SEP 24 PM 2: 00

OPENING OF PROPOSALS

Tuesday, September 24, 2024
2:00 PM

C.H. 47 Illinois Prairie Path
Section 23-00047-01-BT

Engineer's Estimate: \$492,853.50

BIDDER	√	BID AMOUNT
Chicagoland Paving Contractors, Inc.		
Suburban Concrete, Inc.		
Schroeder Asphalt Services, Inc.		
Davis Concrete Construction Co.		\$506,075.15
Everlast Blacktop		\$481,145.89

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
 - Cover page
 - Proposal
 - Signatures
 - Notice to Bidders
 - Contractor Certifications
 - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
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- three (3) references form
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- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

JS
kbs

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

09/25/2024

DATE

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			21229		10/31/2030	5/31/2035	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY24-LN1-1500-3500-54050			IPPMS_38_LBTY			Construction of a Bike Path on the Illinois Prairie Path at Carlton		350,000.00
FY25-LN2-1500-3500-54050			IPPMS_38_LBTY			Avenue from Illinois Route 38 to Liberty Drive		47,472.65
						Section Number 23-00047-01-BT		
TOTAL								\$397,472.65

REMIT TO:

Triggi Construction, Inc. 1975 Powis Road, PO Box 235, West Chicago, IL 60186-0235

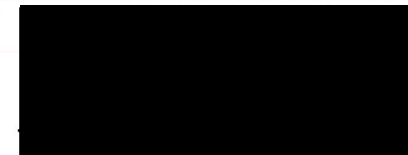
COMMITTEE APPROVAL	DATE
Transportation	10/01/24
County Board	10/08/24

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-Triggi - 23-00047-01-BT ***



DATE

9/25/24



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: 09/24/2024

Bid/Contract/PO #: 23-00047-01-BT

Company Name: <u>Triggi Construction, Inc.</u>	Company Contact: <u>Giovanni Difruscolo</u>
Contact Phone: <u>630/584-4490</u>	Contact Email: <u>gdifruscolo@triggiconstruction.com</u>

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☒ **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

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

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

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

Authorized Signature

Printed Name

Giovanni Difruscolo

Title

President

Date

09/24/2024

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



Change Order

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

File #: 24-2568

Agenda Date: 10/1/2024

Agenda #: 10.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 10/1
CB 10/18

Date: Sep 18, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 3874-1-SERV	Original Purchase Order Date: May 14, 2019	Change Order #: 4	Department: Division of Transportation
Vendor Name: Alfred Benesch & Company		Vendor #: 10752	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Design Engineering Services, CH 27/High Lake Road at Sunset Avenue, Section 09-00122-03-TL Extend contract completion date through October 31, 2026. Last Invoice date to May 31, 2027.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$144,289.22
B	Net \$ change for previous Change Orders	\$81,652.97
C	Current contract amount (A + B)	\$225,942.19
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$225,942.19
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	56.59%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Oct 31, 2026
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

kbc	6892	Sep 18, 2024	<i>smi7</i>	6910	9/19/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Sep 18, 2024

File ID #:

Purchase Order #: 3874-1-SERV

Requesting Department: Division of Transportation	Department Contact: Ryan Singer
Contact Email: ryan.singer@dupagecounty.gov	Contact Phone: 6939
Vendor Name: Alfred Benesch and Company	Vendor #: 10752

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

This contract issued to Alfred Benesch and Company for Professional Phase II Engineering Services for the intersection improvement project at CH 27 High Lake Road at Sunset Avenue expires November 30, 2024.

An extension of time until October 31, 2026 is recommended.

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

The existing intersection at CH 27 High Lake Rd and Sunset Ave is unsignalized and has a stop controlled at-grade crossing with the Union Pacific railroad. The proposed design would widen High Lake Rd to improve pavement grades of the railroad crossing and install a traffic signal to help prevent cars from stopping on the railroad. This widening would require grading onto railroad ROW adjacent to High Lake Rd. In order to minimize land acquisition and impacts to adjacent railroad property, the railroad specified a closed drainage design with a curb and gutter for the project. The design of this new drainage system is not included in the original scope of work in Alfred Benesch and Company's contract. Due to ongoing coordination with the railroad, plans, specifications and estimates of cost will need to be updated, then reviewed by IDOT prior to approval to advertise for construction.

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 21 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch and Company 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.

1. Extend the completion date of the contract with Alfred Benesch and Company. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Alfred Benesch and Company is the most qualified to perform this work and has been awarded a design engineering contract for this work.
3. Do not extend or supplement the current contract. Not recommended as the DOT does not possess the staff resources or the technology to perform this work and must contract for these services.

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

There will be no change to contract total encumbrance.



Change Order

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

File #: 24-2569

Agenda Date: 10/1/2024

Agenda #: 10.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 16, 2024
MinuteTraq (IQM2) ID #:

Consent
DOT 10/1
CB 10/8

kb2

Purchase Order #: 6853-1-SERV	Original Purchase Order Date: Jan 23, 2024	Change Order #: 1	Department: Division of Transportation
Vendor Name: Alfred Benesch and Co	Vendor #: 10752	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR Revised Exhibit C		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$859,364.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$859,364.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$859,364.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	Sep 16, 2024	[Redacted]	6910	9/18/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: Alfred Benesch & Company

PROJECT: Geneva Road over the West Branch of DuPage River Bridge Reconstruction
Advance Tree Removal

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$78.00	\$86.00	
Senior Project Manager	\$77.00	\$86.00	
Senior Construction Project Manager	\$75.00	\$86.00	New pay classification
Construction Project Manager II	\$66.00	\$80.00	New pay classification, rate adjustment to minimum
Construction Project Manager I	\$57.00	\$70.00	New pay classification, rate adjustment to maximum
Construction Representative III	\$45.00	\$52.00	
Construction Representative II	\$40.00	\$48.00	Rate adjustment to minimum
Construction Representative I	\$37.00	\$43.00	
Surveyor Manager	\$60.00	\$75.00	New pay classification, rate adjustment to maximum
Survey Specialist II	\$43.00	\$52.00	New pay classification, rate adjustment to minimum
Technical Specialist	\$30.00	\$40.00	New pay classification
Construction Manager II	\$61.00	\$75.00	Rate adjustment to maximum
Construction Manager I	\$51.00	\$65.00	Rate adjustment to maximum
Project Engineer II	\$53.00	\$61.00	
Project Engineer I	\$43.00	\$50.00	
Intern	\$25.00	\$29.00	
Technical Manager I	\$56.00	\$67.00	Rate adjustment to minimum
Technical Manager II	\$62.00	\$72.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature

Date: 8/24/24

DAVID A. CUTHBERTSON

Print Name

Approved By COUNTY:

Date: 8/21/24

Yifang Lu, Chief Highway Engineer



File #: DT-R-0038-24

Agenda Date: 10/1/2024

Agenda #: 11.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS ALONG US 34 AT WOLF ROAD,
SARATOGA AVENUE & AT MAIN STREET
STATE SECTION 2024-1011-TS,I,N,SW
(ESTIMATED COUNTY COST \$12,794.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to improve US 34 at Wolf Road, at Saratoga Avenue and Main Street in Downers Grove, and IL 59 at Main Street in Barrington, to include traffic signal modernization, emergency vehicle pre-emption system, pavement markings new ADA improvements and all other work necessary to complete the improvements in accordance with the approved plans and specifications (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to implement the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, an Intergovernmental Agreement (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the responsibilities of the parties related to engineering, construction, maintenance and financing of the IMPROVEMENT; and

WHEREAS, the STATE will be the lead agency for the IMPROVEMENT with a total estimated cost of engineering and construction of \$1,131,612.00, and an estimated COUNTY cost of \$12,794.00; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

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

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said AGREEMENT and shall take such action as may be necessary to carry out the terms of said AGREEMENT; and

BE IT FURTHER RESOLVED, that three (3) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FAP 311 US 34 (Ogden Avenue)
At Wolf Road, Saratoga Avenue & at Main Street
State Section: 2024-1011-TS,I,N,SW
DuPage County
Job No. : C-91-024-23
Contract No.: 62U21
JN-124-051

AGREEMENT

This Agreement entered into this _____ day of _____, 2024 A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION, hereinafter called the STATE, and the COUNTY OF
DUPAGE of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving FAP Route 311 (US 34) at Wolf
Road, at Saratoga Avenue and Main Street in Downers Grove, IL, and FAP Route
338 (IL-59) at Main Street in Barrington, IL, identified as STATE Job No.: C-91-024-
23, Contract Number 62U21, STATE Section No. 2024-1011-TS,I,N,SW, as follows:

The general scope of work consists of the upgrading of the traffic lights at the
intersection of US 34 and Saratoga, US 34 and Main Street, and IL 59 at Main
Street. This includes traffic signal modernization, emergency vehicle pre-emption
system, pavement markings, new ADA improvements and all other work necessary
to complete the improvement in accordance with the approved plans and
specifications; and

WHEREAS, the STATE has agreed to the COUNTY's request, and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the COUNTY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The COUNTY has passed a resolution agreeing to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof. The COUNTY further agrees, that upon award of the contract for this improvement, the COUNTY will pay to the STATE, in a lump sum from any funds allotted to the COUNTY an amount equal to 80% of its obligation incurred under this AGREEMENT and will pay to said STATE the remainder of the obligation

(including any non-participating costs of FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount agreed to in Exhibit B proves to be insufficient to cover said cost.
6. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. All COUNTY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
8. Upon final field inspection of the improvement and so long as US-34 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
9. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement on the COUNTY-owned portion of Main Street, which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stop line markings, COUNTY owned utilities including appurtenances thereto.

10. The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US 34. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.
11. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
12. Upon acceptance by the Department of Transportation of the traffic signal improvement at US-34 at Main Street-the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Agreement between the COUNTY and the Department of Transportation.
13. The STATE retains the right to control the sequence of timing on the traffic signals.
14. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

15. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US-34 without the consent of the STATE.
16. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
17. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.
18. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the COUNTY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.
19. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

County of DuPage
421 N. County Farm Road
Wheaton, IL 60187

Obligations of the STATE and the COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

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 the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

COUNTY OF DUPAGE

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 311 US 34 (Odgen Ave) at Wolf Road, at Saratoga Ave and Main Street, Contract No. 62U21, State Section: 2024-1011-TS,I,N,SW, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the afore described proposed improvement.

Approved _____

Title _____

Date _____

Exhibit B
FUNDING RESOLUTION

WHEREAS, the County of DuPage (COUNTY) and the State of Illinois (STATE) desire to enter into an agreement (AGREEMENT) for the improvement of US 34 (Odgen Ave) at Wolf Road, at Saratoga Ave and Main Street, known as Contract No. 62U21, STATE Section No.: 2024-1011-TS,I,N,SW; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to agree that it has previously appropriated sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that previously funds have been appropriated to the Division of Transportation for projects such as the above-referenced improvement, and the County Board hereby agrees to pay the sum of Twelve Thousand Seven Hundred Ninety Four Dollars (\$12,794) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount agreed upon proves to be insufficient, to cover said cost; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin; and

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

BE IT FURTHER RESOLVED that the County Engineer, or his designee, is hereby authorized to execute any and all approval forms, plans or documents connected to said AGREEMENT; and

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

I, _____, County Clerk in and for the COUNTY of DUPAGE, hereby certify
the foregoing to be a true perfect and complete copy of the resolution adopted by the County
Board at a meeting on _____, 2024 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____, 2024 A.D.

County Clerk

(SEAL)

EXHIBIT A ESTIMATE OF COST Contract 62U61											
Type of Work	FEDERAL		STATE		Village of Barrington		DuPage County		Village of Downers Grove		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
TRAFFIC SIGNALS											
IL 59 (Hough St) at Main Street	\$97,200	90%	\$10,800	10%							\$108,000
P&C Engineering (15%)	\$14,580	90%	\$1,620	10%							\$16,200
US 34 (Ogden Ave) at Saratoga	\$373,500	90%	\$20,750	5%					\$20,750	5%	\$415,000
P&C Engineering (15%)	\$56,025	90%	\$3,113	5%					\$3,113	5%	\$62,250
Emergency Vehicle Pre-emption System									\$6,510	100%	\$6,510
P&C Engineering (15%)									\$977	100%	\$977
US 34 (Ogden Ave) at Main Street	\$400,500	90%	\$22,250	5%			\$11,125	2.5%	\$11,125	2.5%	\$445,000
P&C Engineering (15%)	\$60,075	90%	\$3,338	5%			\$1,669	2.5%	\$1,669	2.5%	\$66,750
Emergency Vehicle Pre-emption System									\$9,000	100.0%	\$9,000
P&C Engineering (15%)									\$1,350	100.0%	\$1,350
Relocating the evp phasing unit inside the existing cabinet to the proposed cabinet.					\$500	100%					\$500
P&C Engineering (15%)					\$75	100%					\$75
TOTAL	\$1,001,880		\$61,870		\$575		\$12,794		\$54,493		\$ 1,131,612
NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.											



File #: DT-R-0039-24

Agenda Date: 10/1/2024

Agenda #: 11.B.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
DU PAGE AND ADDISON TOWNSHIP HIGHWAY DEPARTMENT
FOR STORM SEWER IMPROVEMENTS ON FRONTAGE ROAD
SECTION 24-01000-02-GM
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Addison Township Highway Department (hereinafter referred to as TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* to enter into agreements with each other; and

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

WHEREAS, the TOWNSHIP, has published a contract proposal for Section 24-01000-02-GM (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications; and

WHEREAS, the estimated cost of said PROJECT is \$26,575.00; and

WHEREAS, the COUNTY is holding on deposit \$26,575.00 in TOWNSHIP Motor Fuel Tax funds which will be authorized by IDOT for use on the PROJECT; and

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

WHEREAS, said Agreement must be executed before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the DuPage County Board is hereby directed and authorized to execute 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 one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the Addison Township Highway Department Commissioner, by and through the Division of Transportation.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND ADDISON TOWNSHIP HIGHWAY DEPARTMENT
FOR STORM SEWER IMPROVEMENTS ON FRONTAGE ROAD
SECTION NO. 24-01000-02-GM**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this ___ day of _____, 2024, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Addison Township Highway Department, the road district of Addison Township in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

WITNESSETH

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

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

WHEREAS, the TOWNSHIP has published a contract proposal for the TOWNSHIP's Storm Sewer Improvements on Frontage Road, Section No. 24-01000-02-GM (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$26,575.00; and

WHEREAS, the COUNTY is holding on deposit \$26,575.00 in TOWNSHIP RBI Funds which have been authorized by IDOT for use on the PROJECT; and

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

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP RBI Funds (\$26,575.00) currently held on deposit with the COUNTY.
3. The TOWNSHIP further agrees to provide to the COUNTY any additional funds necessary to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
4. The TOWNSHIP agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with Rebuild Illinois Bond procedures.

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

(Remainder of page intentionally left blank)

(Signature page follows)

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

COUNTY OF DU PAGE

Signed this _____ day of _____, 2024 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

ADDISON TOWNSHIP HIGHWAY DEPARTMENT

Signed this _____ day of _____, 2024 at Addison, Illinois.

Donald Holod, Highway Commissioner
Addison Township Highway Department

ATTEST:

Pamela Joy Moretti, Township Clerk



File #: DT-R-0040-24

Agenda Date: 10/1/2024

Agenda #: 11.C.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS ALONG IL ROUTE 38 AT IL 53
STATE SECTION FAP 0347 22 BJ3
(ESTIMATED COUNTY COST \$48,730.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to improve IL 38 at IL 53 to include bridge aesthetics and all other work necessary to complete the improvements in accordance with the approved plans and specifications (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to implement the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, an Intergovernmental Agreement (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the responsibilities of the parties related to engineering, construction, maintenance and financing of the IMPROVEMENT; and

WHEREAS, the STATE will be the lead agency for the IMPROVEMENT with a total estimated cost of engineering and construction of \$2,428,527.00, and an estimated COUNTY cost of \$48,730.00; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE STATE; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said AGREEMENT and shall take such action as may be necessary to carry out the terms of said AGREEMENT; and

BE IT FURTHER RESOLVED, that three (3) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

AGREEMENT

This Agreement entered into this _____ day of _____, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the County of DuPage of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 760 feet of Illinois Route 38 at IL 53, STATE Job No.: C-91-302-22, State Contract No: 62T17, STATE Section: FAP 0347 22 BJ3 as follows:

Whereas, the DuPage County has requested the powder coating of the proposed bridge fence railing and painting of the existing and proposed concrete parapet wall to which the railings are attached.

WHEREAS, the STATE is agreeing to accommodate the COUNTY's request.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during

construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to provide the COUNTY with adequate opportunity, prior to commencement of the concrete painting described herein, to review and approve the paint finish color to be applied. The COUNTY agrees to provide a timely review so as not to substantially delay the construction work.
3. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the COUNTY, as hereinafter stipulated.
4. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
5. The COUNTY will pass a resolution to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.
6. The COUNTY further agrees that, upon award of the contract for this improvement, the COUNTY will pay to the STATE, in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
7. The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount agreed to in "Exhibit B" proves to be insufficient to cover said cost.

8. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. Upon final field inspection of the improvement and so long as IL Route 38 at IL 53 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
10. The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including the powder coat that is being added to fence and railing, the painting that is being added to the existing concrete parapet wall, all left and right turn lanes on said side road approaches, up to the through edge of pavement of Il Route 38. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.
11. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
12. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is

County of DuPage
421 North County Farm Road
Wheaton, IL 60187

Obligations of the STATE and the COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

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 the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

COUNTY OF DUPAGE

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: Deborah A. Conroy
(Print or Type)

Title: Chair, DuPage County Board

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 38, known as FAP Route 347, State Section: FAP 0347 22 BJ3, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

“Exhibit B”
FUNDING RESOLUTION

WHEREAS, the County of DuPage (COUNTY) and the State of Illinois (STATE) desire to enter into an agreement (AGREEMENT) for the improvement of Illinois Route 38 at IL 53, known as State Section: FAP 0347 22 BJ3; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to agree that it has previously appropriated sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that previously funds have been appropriated to the Division of Transportation for projects such as the above-referenced improvement, and the County Board hereby agrees to pay the sum of Eighty-Six Thousand Two Hundred Fifty Dollars (\$86,250.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY an amount equal to 80% of its obligation incurred under this AGREEMENT and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount agreed upon proves to be insufficient, to cover said cost; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin; and

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

BE IT FURTHER RESOLVED that the Director of Transportation, or his designee, is hereby authorized to execute any and all approval forms, plans or documents connected to said AGREEMENT; and

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____, County Clerk in and for the _____ of _____ hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the _____ at a meeting on _____, 20____ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____.
20_____ A.D.

Clerk

(SEAL)

EXHIBIT A ESTIMATE OF COST Contract 62T17							
Type of Work	FEDERAL		STATE		DUPAGE COUNTY		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$1,655,511	80%	\$413,878	20%			\$2,069,389
P&C Engineering (15%)	\$248,327	80%	\$62,082	20%			\$310,408
Other Work							
Fence Railing and Parapet Wall Painting					\$44,300	100%	\$44,300
P&C Engineering (10%)					\$4,430	100%	\$4,430
TOTAL	\$1,903,838		\$475,959		\$48,730		\$2,428,527
NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.							



Transportation Resolution

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

File #: DT-R-0041-24

Agenda Date: 10/1/2024

Agenda #: 12.A.

ADDITIONAL APPROPRIATION FOR THE
LOCAL IMPACT FEE SERVICE AREA 4 FUND
(WINFIELD TOWNSHIP)
COMPANY 1500, ACCOUNTING UNIT 3644
\$200,000

WHEREAS, appropriations for the LOCAL IMPACT FEE SERVICE AREA 4 FUND for Fiscal Year 2024 were adopted by the County Board pursuant to Ordinance FI-O-0009-23; and

WHEREAS, there is a need for an additional appropriation in the LOCAL IMPACT FEE SERVICE AREA 4 FUND - COMPANY 1500, ACCOUNTING UNIT 3644 for the Fabyan Parkway road improvements, section 08-00210-03-FP in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the LOCAL IMPACT FEE SERVICE AREA 4 FUND - COMPANY 1500, ACCOUNTING UNIT 3644 to support an additional appropriation of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) in the LOCAL IMPACT FEE SERVICE AREA 4 FUND -COMPANY 1500, ACCOUNTING UNIT 3644 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$200,000 (TWO HUNDRED THOUSAND NO/100 DOLLARS) in the LOCAL IMPACT FEE SERVICE AREA 4 FUND- COMPANY 1500, ACCOUNTING UNIT 3644 is hereby approved and added to the Fiscal Year 2024 Appropriation Ordinance.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR
THE IMPACT FEE SERVICE AREA 4 FUND
(WINFIELD TOWNSHIP)
COMPANY 1500, ACCOUNTING UNIT 3644
\$200,000

kbe
48
SMT

FUNDING SOURCE

30000-0000 – FUND BALANCE – UNASSIGNED	\$ 200,000	
TOTAL FUNDING SOURCE		<u>\$ 200,000</u>

EXPENDITURES

CAPITAL OUTLAY

54000-0000 – LAND/RIGHT OF WAY	\$ 200,000	
TOTAL CAPITAL OUTLAY		<u>\$ 200,000</u>
TOTAL ADDITIONAL APPROPRIATION		<u>\$ 200,000</u>

Impact Fee District 4 (Winfield Twp)
Project Appropriations

Current Bank Avail: \$ 1,273,580.00

Project	Phase	Orig IF Prog Amt	IF Revised Amount	IF Approp 24	IF Approp 25*
Fabyan Parkway					
	<i>Right of Way</i>	\$ 550,000.00		\$ 350,000.00	\$ 200,000.00
			\$ 500,000.00	\$ 200,000.00	\$ 300,000.00
	<i>Construction</i>	\$ 850,000.00			
			\$ 600,000.00	\$ -	\$ 600,000.00
County Farm Road at Geneva Road					
	<i>E 1</i>	\$ -			
			\$ 173,580.00	\$ -	\$ 173,580.00
	<i>E 2</i>	\$ -			
TOTAL APPROP BY YEAR		\$ 1,400,000.00		\$ 200,000.00	\$ 1,073,580.00

*Impact Fee accounts 1500-3640 through 3649 are being transferred to Local Gas Tax - Impact Fee accounts in 2025. We may need to appropriate from those new accounts.



Facilities Management Change Order with Resolution

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

File #: FM-CO-0001-24

Agenda Date: 10/1/2024

Agenda #: 10.A.

SECOND AMENDMENT TO COUNTY CONTRACT #6571-0001 SERV ISSUED TO
FOX VALLEY FIRE & SAFETY COMPANY, INC.
FOR PREVENTATIVE MAINTENANCE, TESTING AND REPAIR
OF THE NON-EDWARDS SYSTEM TECHNOLOGY FIRE ALARM &
LIFE SAFETY SYSTEMS FOR COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(INCREASE CONTRACT IN THE AMOUNT OF \$16,260.00)

WHEREAS, County Contract #6571-0001 SERV was approved and adopted by the Public Works Committee on August 8, 2023; and

WHEREAS, the Public Works Committee recommends changes as stated in the Request for Change Order to County Contract #6571-0001 SERV issued to Fox Valley Fire & Safety Company, Inc., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems and 5-year hydrostatic testing and repairs for County facilities, for a change order to increase the contract in the amount of \$16,260.00 (\$15,000 for Facilities Management and \$1,260 for DOT).

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Request for Change Order to County Contract #6571-0001 SERV issued to Fox Valley Fire & Safety Company, Inc., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems and 5-year hydrostatic testing and repairs for County facilities, for a change order to increase the contract in the amount of \$16,260 (\$15,000 for Facilities Management and \$1,260 for DOT), taking the amended contract amount of \$93,250 and resulting in an second amended contract amount not to exceed \$109,510.00, an increase of 17.44%.

Enacted and approved this 8th day of October, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

PW 10/1
FI + CB 10/8

Date: Sep 19, 2024

MinuteTraq (IQM2) ID #: 24-2562

Purchase Order #: 6571-0001 SERV	Original Purchase Order Date: Aug 28, 2024	Change Order #: 8	Department: Facilities Management
Vendor Name: Fox Valley Fire & Safety Company, Inc.		Vendor #: 11067	Dept Contact: Cathie Figlewski

Background and/or Reason for Change Order Request:	Second Amendment to County Contract 6571-0001 SERV, issued to Fox Valley Fire & Safety, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for 5-year hydrostatic testing and repairs on campus, for Facilities Management, for a change order to increase the contract in the amount of \$16,260 (\$15,000 Facilities Management and \$1,260 DOT), taking the amended contract amount of \$93,250 and resulting in an amended contract amount not to exceed \$109,510, an increase of 17.44%. Increase line 6 \$15,000 and increase line 8 \$1,260.
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IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE		
A	Starting contract value	\$73,250.00
B	Net \$ change for previous Change Orders	\$20,000.00
C	Current contract amount (A + B)	\$93,250.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$16,260.00
E	New contract amount (C + D)	\$109,510.00
F	Percent of current contract value this Change Order represents (D / C)	17.44%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	49.50%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1000-1100 & 1500-3510
- ☐ OTHER - explain below:

cf	5665	Sep 19, 2024	Signature on File	Sep 19, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

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

Date: Sep 19, 2024

File ID #: 24-2562

Purchase Order #: 6571-0001SERV

Requesting Department: Facilities Management	Department Contact: Cathie Figlewski
Contact Email: catherine.figlewski@dupagecounty.gov	Contact Phone: x5665
Vendor Name: Fox Valley Fire & Safety Company, Inc.	Vendor #: 11067

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

Approval to increase contract by \$16,260 for a new contract total of \$109,510.00. This increase is for 5-year hydrostatic testing and repairs needed on campus.

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

Per state statute the sprinkler systems on campus must have hydrostatic testing inspections every 5 years based on when each sprinkler system was installed. This test pressurizes the system and looks for blockages and this year there were more inspections and repairs than anticipated.

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

This contract term was a renewal option under bid award #22-080-FM.

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

Staff recommends approval of change order to increase contract for testing and repairs that have already been completed.

- 1) Approve the contract increase of \$16,260.00. Recommended due to the need of life safety at DuPage County campus.
- 2) Do not approve change order, however staff does not recommend this, an increase to this contract is necessary for the additional testing and repairs that have already been completed.

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.

Monies are budgeted in 1000-1100-53300 (\$15,000) for Facilities Management and 1500-3510-53300 (\$1,260) for DOT.



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Fox Valley Fire & Safety Co.	Company Contact: Robert Mansfield
Contact Phone: 847-695-5990	Contact Email: robertmansfield@foxvalleyfire.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	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 Robert Mansfield
Title CFO
Date Sep 23, 2024

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