June 5, 2018  Regular Meeting  10:00 AM

ROOM 3500B
421 NORTH COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:    Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
ABSENT:

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

Transportation Committee - Regular Meeting - May 15, 2018 10:00 AM

RESULT:    ACCEPTED [UNANIMOUS]
MOVER:    Tim Elliott, District 4
SECONDER:  Sean T Noonan, District 2
AYES:      Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

5. CONSENT ITEMS (4)

RESULT:    APPROVED [UNANIMOUS]
MOVER:    Tim Elliott, District 4
SECONDER:  Sean T Noonan, District 2
AYES:      Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

A. Consent Item -- Civiltech Engineering, Inc. - 1046 SERV - Contract Extension
B. Consent Item -- HDR Engineering, Inc. - 2822 SERV - Contract Extension
C. Consent Item -- HW Lochner, Inc. - 318 SERV - Contract Extension
D. Consent Item -- V3 Companies of Illinois, Ltd. - 2061 SERV - Decrease/Close
6. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-134 Recommendation for the approval of a contract purchase order to Burris Equipment Co., to furnish and deliver one (1) Aeravator for the Division of Transportation, for a contract total not to exceed $11,815.00; Per low quote 18-112-GV

 RESULT: APPROVED [UNANIMOUS]
 MOVER: James Healy, Vice Chair
 SECONDER: Sean T Noonan, District 2
 AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

B. 2018-138 Recommendation for the approval of a contract purchase order to 3B Group, d/b/a National Seed, to furnish and deliver organic fertilizer/herbacide for the Division of Transportation, for a contract total not to exceed $7,280.00; Per low quote 18-120-GV

 RESULT: APPROVED [UNANIMOUS]
 MOVER: Sean T Noonan, District 2
 SECONDER: James Healy, Vice Chair
 AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

C. 2018-135 Recommendation for the approval of a contract purchase order to S&M-E&J Services Inc., d/b/a All Paws Pet Cremation, to provide crematory services for deceased animals for the Division of Transportation, for the period June 5, 2018 through May 31, 2019, for a contract total not to exceed $5,000.00; Per lowest responsible bid 18-102-GV

 RESULT: APPROVED [UNANIMOUS]
 MOVER: James Healy, Vice Chair
 SECONDER: Sean T Noonan, District 2
 AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

D. 2018-136 Recommendation for the approval of a contract purchase order to St. Francis Pet Crematory & Kennels Inc., d/b/a The Saint Francis Group, to provide crematory services for deceased animals for the Division of Transportation, for the period June 5, 2018 through May 31, 2019, for a contract total not to exceed $20,000.00; Per lowest responsible bid 18-102-GV
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

E. 2018-139 Recommendation for the approval of a contract purchase order to Cintas Corporation No. 2, to furnish and deliver rental uniform services, as needed for the Division of Transportation, for the period August 1, 2018 through July 31, 2021, for a contract total not to exceed $18,000.00; Contract pursuant to the Intergovernmental Cooperation Act [US Communities]

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

F. DT-P-0161-18 Recommendation for the approval of a contract purchase order to Traffic Data Inc., d/b/a CountingCars.com, to furnish and deliver a traffic count video camera system for the Division of Transportation, for a contract total not to exceed $36,500.00; Per most qualified offer per Proposal 18-064-LG

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

G. PW-P-0166-18 Recommendation for the approval of a contract purchase order to Fastenal Company, for miscellaneous maintenance, repair and operation parts and supplies as-needed for various County Facilities, for Public Works, Facilities Management, and Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total amount not to exceed $92,500.00 (Public Works $50,000, Facilities Management $7,500, and Transportation $35,000) per WSCA/NASPO #8497, pricing in compliance with ILCS 525/2 "Government Joint Purchasing Act"

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
H. FM-P-0164-18 Recommendation for the approval of a contract purchase order to ComEd, for electric utility distribution services for the connected County facilities, for Facilities Management, for the three-year period April 1, 2018 through March 31, 2021, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $138,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility

RESULT:  APPROVED [UNANIMOUS]
MOVER:  James Healy, Vice Chair
SECONDER:  Sean T Noonan, District 2
AYES:  Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Agreements

I. DT-R-0197-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the County of Cook for an I-294 Corridor Travel Demand Assessment Study, Section 17-TDAP0-00-EG (County to be reimbursed 50% - an estimated $178,514.50)

RESULT:  APPROVED [UNANIMOUS]
MOVER:  James Healy, Vice Chair
SECONDER:  Sean T Noonan, District 2
AYES:  Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Member Elliott exited the room at 10:02 am

J. DT-R-0204-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Westmont for improvements along CH 15/Cass Avenue, from the North Intersection of 35th Street to Indian Trail Road (No County cost)

RESULT:  APPROVED [5 TO 0]
MOVER:  James Zay, District 6
SECONDER:  Sean T Noonan, District 2
AYES:  Healy, Krajewski, Noonan, Puchalski, Zay
AWAY:  Elliott
Member Elliott re-entered the room at 10:02 am

Change Orders/Amendments

K. Change Order -- AMENDMENT to County Contract #3228-0001 SERV issued to MP2 Energy NE, for electric utility supply and management services for the County Campus, Stormwater and Public Works, for Facilities Management, to decrease Facilities Management by $1,705,948.81, Animal Services by $8,517.66, the Care Center by $428,130.83, the Division of Transportation by $70,837.54, ETSB by $2,874.52, the Health Department by $138,690.64 and DU-COMM by $100,000.00, for a total decrease amount of $2,455,000.00, taking the original contract amount of $12,626,410.00, and resulting in an amended contract total amount not to exceed $10,171,410.00, a decrease of -19.44%.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

L. Action Item -- DT-R-0601B-16 - Amendment to Resolution DT-R-0601A-16, awarded to Davis Concrete Construction Company for the 2016 Sidewalk Improvements Program, Section 16-SDWLK-02-SW (Correction of Scriveners Error)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

7. INFORMATIONAL ONLY

A. Informational -- Motor Fuel Tax Documentation Review No. 82: Documentation Review for DuPage County Division of Transportation for the period January 1, 2017 through December 31, 2017 (To receive and place in record)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

8. REPORT FROM STATE'S ATTORNEY'S OFFICE
9. OLD BUSINESS

10. NEW BUSINESS
Chairman Puchalski advised the Committee that the July 3rd Transportation Committee meeting has been rescheduled to meet on July 10th. County Board is scheduled to meet July 17th.

Director Snyder advised the Committee that IDOT released its SFY 2019-2024 multi-year Transportation Improvement Plan. Total program is $11B. Projects of note in DuPage County are IL 38 in Winfield/West Chicago; IL 56 in Downers Grove and IL 59 at Army Trail Road.

Director Snyder advised that the recently passed state budget fully appropriates local MFT distributions and County Consolidated Program. With the budget passage, distribution of MFT to local agencies shall continue to flow seamlessly.

11. ADJOURNMENT
1. CALL TO ORDER

10:00 AM meeting was called to order by Vice Chair James Healy at 10:00 AM.

2. ROLL CALL

PRESENT:   Elliott, Healy, Krajewski, Noonan, Zay (10:01 AM)
ABSENT:    Puchalski

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - May 1, 2018 10:00 AM

RESULT:   ACCEPTED [4 TO 0]
MOVER:    Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES:     Elliott, Healy, Krajewski, Noonan
ABSENT:   Puchalski
AWAY:     Zay

Member Zay entered the room at 10:01am

5. CONSENT ITEMS
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

A. Consent Item -- Alfred Benesch & Company - 2178 SERV - Contract Extension

B. Consent Item -- DLZ Illinois, Inc. - 2338 SERV - Contract Extension

C. Consent Item -- Bollinger, Lach & Associates, Inc. - 2177 SERV - Contract Extension

D. Consent Item -- Knight E/A, Inc. - 2113 SERV - Contract Extension

E. Consent Item -- Parsons Transportation Group - 1331 SERV - Contract Extension

F. Consent Item -- TranSystems Corporation - 1878 SERV - Contract Extension

G. Consent Item -- WSP USA Inc. - 2987 SERV - Revised Exhibit C

6. ACTION ITEMS

Budget Adjustments

A. Budget Transfers -- $90,000.00 from 1500-3500-53828 (CONTINGENCIES) to 1500-3500/1101/3510/3520 (OVERTIME) to cover deficit in department overtime and to ensure sufficient funds through FY18

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

Contracts/Purchase Orders

B. 2018-115 Recommendation for the approval of a contract purchase order to Interstate Power Systems, Inc., d/b/a Interstate PowerSystems, for the provision of parts, repairs, rebuilds and service of Allison Transmissions, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $24,500.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source (Direct repair/replacement parts of compatible equipment)
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

C. 2018-117 Recommendation for the approval of a contract purchase order to Vermeer-Illinois, Inc., to furnish and deliver Vermeer repair and replacement parts and sublet labor, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $10,000.00; per 55/ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids (Direct repair/replacement parts of compatible equipment)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

D. 2018-116 Recommendation for the approval of a contract purchase order to Southwind Industries Inc., d/b/a Bluff City Materials, Inc., for the disposal of clean construction debris, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $15,000.00; per renewal option under bid award 17-079-BF, first of three options to renew

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

E. DT-P-0135-18 Recommendation for the approval of a contract purchase order to Utility Transport Services, Inc., for solid waste disposal, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $50,000.00; per lowest responsible bid 18-072-GV
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

F. DT-P-0150-18 Recommendation for the approval of a contract purchase order to The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $1,007,250.00; Per lowest responsible bid 18-093-JM

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

G. DT-P-0151-18 Recommendation for the approval of a contract purchase order to Clark-Devon Hardware Company, Inc., to furnish and deliver calcium magnesium acetate for the Division of Transportation, for a contract total not to exceed $90,090.00; Per renewal option under bid award 16-104-BF, second of three options to renew

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

H. DT-P-0152-18 Recommendation for the approval of a contract purchase order to Finkbiner Equipment Company, to furnish and deliver one (1) road widener for the Division of Transportation, for a contract total not to exceed $54,750.00; Per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bids
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

I. DT-P-0136-18 Recommendation for the approval of a contract purchase order to Christopher B. Burke Engineering, Ltd., for Professional Traffic Signal Design Engineering Services upon request of the Division of Transportation, Section 18-TSENG-01-EG, for a contract total not to exceed $250,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

J. DT-P-0153-18 Recommendation for the approval of a contract purchase order to A. Epstein and Sons International, Inc., for Professional Heating and Mechanical Investigation Services for the Division of Transportation’s Building 140, for a contract total not to exceed $50,000.00; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022 (a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108(1)(b)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

K. DT-R-0181-18 RESOLUTION -- Awarding Resolution to Denler, Inc., for the 2018 Pavement Preservation/Crack Sealing Program, Section 18-CRKSL-04-GM, for an estimated County cost of $42,006.03; Per renewal option under 2016 low bid
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

L. DT-R-0182-18 RESOLUTION -- Awarding Resolution to Martam Construction, Inc., for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS, for an estimated County cost of $583,888.50; Per low bid

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

Agreements

M. DT-R-0172-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the DuPage Water Commission for improvements relating to the resurfacing of CH 29/Greenbrook Boulevard, from County Farm Road to US 20, Section 18-00285-02-RS (County to be reimbursed an estimated $42,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

N. DT-R-0173-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority for Roadway and Bridge Rehabilitation along the Veterans Memorial Tollway (I-355), from Butterfield Road to Army Trail Road (County Bridges: Great Western Trail Bridge over I-355, St. Charles Road Bridge over I-355 and Illinois Prairie Path Bridge over I-355) Section 18-00170-03-BR, for an estimated County cost of $248,561.48
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

Ordinances

O. DT-O-0026-18 ORDINANCE -- Ordinance for a Highway Authority Benefits Agreement for CH 33/75th Street at Kingery Highway

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

7. INFORMATIONAL ONLY

A. Informational -- Grant Proposal Notification 026-18: ComEd Green Region Program - Division of Transportation - $9,585

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

B. Informational -- Grant Proposal Notification 025-18: ComEd Green Region Program - Division of Transportation - $3,000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

8. REPORT FROM STATE’S ATTORNEY’S OFFICE
9. OLD BUSINESS

10. NEW BUSINESS
Director Snyder advised the Committee that Transportation Program Manager Agnes Dolan will be retiring on June 1st and he thanked Ms. Dolan for her 23 years of service with the Division of Transportation.

11. ADJOURNMENT
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1046 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 5</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Civiltech Engineering, Inc.</td>
<td>Vendor #: 10621</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Professional Design Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH

Extend contract completion date through November 30, 2019. Change last invoice date to 11/30/2020.

**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.

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$817,241.59</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$96,047.80</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$913,289.39</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>[\square] Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$913,289.39</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D/A; 60% maximum on construction contracts)</td>
<td>11.75%</td>
</tr>
</tbody>
</table>

**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**

- [X] Increase (greater than 29 days) contract expiration from: Jun 30, 2018 to: Nov 30, 2019
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: __________________________
- [ ] OTHER - explain below: __________________________

**EMH**

Prepared By [Initials] 6907 Phone Ext Apr 24, 2018 Date Recommended for Approval [Initials] Phone Ext Date

**REVIEWED BY [Initials Only]**

Buyer [Signature] Date 5-24-18 Procurement Officer Date 5-24-18

Chief Financial Officer [Signature] Date 5-25-18 Chairman's Office Date 5-25-18

**CONSENT AGENDA**

JUN 12 2018

Packet Pg. 15

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Paul Krueger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
<td>Contact Phone: 630 407-6914</td>
</tr>
<tr>
<td>Vendor Name: Civiltech Engineering, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

The professional design engineering services contract with Civiltech Engineering, Inc. (Civiltech) expires June 30, 2018.

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

The Division of Transportation (DOT) retained Civiltech to provide design engineering for the 55th Street improvements from Dunham Road to Clarendon Hills Road. Final design plans are substantially completed as well as land acquisition. A fall 2018 IDOT letting is anticipated with construction of the project in 2019. It will be necessary to keep Civiltech under contract to address design issues that arise during construction.

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

In order to complete design engineering for the 55th Street improvement, it will be more cost effective to continue to utilize Civiltech. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 43 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Civiltech was most qualified and had the staff available to perform the work on behalf of the County.

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

A time extension to the contract is the recommended course of action since Civiltech has completed the 55th Street design work to date in a satisfactory and timely manner. Completing the design engineering with in-house staff or contracting with another firm would prove to be more time consuming and less cost effective.

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

No change in the contract total amount.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curran</td>
<td>Friends of John Curran</td>
<td>Check</td>
<td>$250.00</td>
<td>Oct 11, 2017</td>
</tr>
<tr>
<td>Cronin</td>
<td>Citizens for Dan Cronin</td>
<td>Check</td>
<td>$500.00</td>
<td>Oct 18, 2017</td>
</tr>
<tr>
<td>Cronin</td>
<td>Citizens for Dan Cronin</td>
<td>Check</td>
<td>$500.00</td>
<td>Mar 1, 2018</td>
</tr>
<tr>
<td>Puchalski</td>
<td>Citizens for Donald E Puchalski</td>
<td>Check</td>
<td>$250.00</td>
<td>May 9, 2018</td>
</tr>
</tbody>
</table>

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.

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name: Jonathan R. Vana, P.E.
Title: President
Date: May 10, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2822 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 2</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: HDR Engineering, Inc.</td>
<td>Vendor #: 11047</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
</tbody>
</table>

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 | $105,063.75 |
| B Net $ change for previous Change Orders | $0.00 |
| C Current contract amount (A + B) | $105,063.75 |
| D Amount of this Change Order | ☐ Increase ☐ Decrease |
| E New contract amount (C + D) | $105,063.75 |
| F Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 0.00% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days)/Decrease contract expiration from: Jun 30, 2018 to: Jun 30, 2019
☐ Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
☐ OTHER - explain below:

emh 6900 5/22/18
Prepared By (Initials) Phone Ext Date

Reviewed by (Initials Only)

OK 5-24-18 gm 5-24-18
Buyer Date Procurement Officer Date

Chief Financial Officer (Decision Memos Over $25,000)

Chairman's Office (Decision Memos Over $25,000)

5-22-18
Date

CONSENT AGENDA

JUN 12 2018
Packet Pg. 18
5.B.b

Packet Pg. 19


Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Requesting Department: Division of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: HDR Engineering, Inc.

Department Contact: Paul Krueger
Contact Phone: 630 407-6914
Vendor #:

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

The professional design engineering services contract with HDR Engineering, Inc. (HDR) expires June 30, 2018. An extension of time until June 30, 2019 is recommended.

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

The Division of Transportation (DOT) retained HDR to perform design engineering for the Elgin O'Hare Corridor Enhancement improvement from US 20 (Lake Street) to I-290. The final design plans have been submitted to IDOT for review. It is anticipated final design plans will be completed in time for a fall 2018 IDOT letting with construction in 2019.

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

In order to complete the design for the Elgin O'Hare Corridor Enhancement improvement, it will be more cost effective to continue to utilize HDR. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 6 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HDR was most qualified and had the staff available to perform the work on behalf of the County.

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

A time extension to the contract is is the recommended course of action since HDR has completed the Elgin O'Hare Corridor Enhancement improvement design engineering work to date in a satisfactory and timely manner. Completing the design engineering with in-house staff or contracting with another firm would prove to be more time consuming and less cost effective.

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

No change in the contract total amount.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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.

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

Authorized Signature

Printed Name: Patrick J. Pechnick
Title: Senior Vice President
Date: Apr 30, 2018

Signature on File

Packet Pg. 20
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 318 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 10</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: H.W. Lochner, Inc.</td>
<td>Vendor #: 12406</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request: Professional Preliminary Engineering Services for improvements along 31st Street, from IL 83 to Jorie Boulevard, Section 14-00259-05-CH.</td>
<td>Contract extension through June 30, 2019. Change last invoice date to June 30, 2020.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$227,898.47</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$46,365.19</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$274,263.66</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase, Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$274,263.66</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>20.34%</td>
</tr>
</tbody>
</table>

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)/Decrease contract expiration from: Jun 30, 2018 to: Jun 30, 2019
☐ Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
☐ OTHER - explain below:

emh 6900 Apr 24, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

РЕVIEWED BY (Initials Only)

Buyer S-24-18 Procurement Officer S-24-18
Date Date
Chief Financial Officer S-25-18 Chairman's Office S-29-18
(Decision Memos Over $25,000) Date (Decision Memos Over $25,000) Date

CONSENT AGENDA
JUN 12 2018
CONSENT AGENDA
**Decision Memo**
**Procurement Services Division**

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Paul Krueger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
<td>Contact Phone: 630 407-6914</td>
</tr>
<tr>
<td>Vendor Name: H.W. Lochner Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

The professional preliminary engineering services contract with HW Lochner, Inc. expires June 30, 2018. An extension of time until June 30, 2019 is recommended.

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

The Division of Transportation (DOT) retained H.W. Lochner to perform preliminary engineering for the 31st Street improvement from Meyers Road to Jorie Blvd. The draft Project Development Report has been submitted to IDOT for review. Based on IDOT’s comments, additional review of ADA design is needed. Additionally the issue of public involvement was answered by IDOT just recently. H.W. Lochner anticipates submitting the final Project Development Report later this spring with no or minimal additional IDOT comments. For these reasons it will be necessary to grant an extension of time for this contract.

**Strategic Impact**

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

In order to complete the preliminary design for the 31st Street project, it will be more cost effective to continue to utilize H.W. Lochner as they are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of interest were sent to firms throughout the industry. Statements of Interest were received from 37 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner was most qualified and had the staff available to perform the work on behalf of the County.

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

A time extension to the contract is the recommended course of action since H.W. Lochner has completed the 31st Street preliminary engineering work to date in a satisfactory and timely manner. Completing the preliminary engineering with in-house staff or contracting with another firm would prove to be more time consuming and less cost effective.

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

No change in the contract total amount.

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
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: May 18, 2018

Bid/Contract/PO #:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>H.W. Lochner, Inc.</th>
<th>Company Contact:</th>
<th>David Shannon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>312-372-3011</td>
<td>Contact Email:</td>
<td><a href="mailto:dshannon@hwlochner.com">dshannon@hwlochner.com</a></td>
</tr>
</tbody>
</table>

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

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

![Box](None (check here) - If no contributions have been made)

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$550.00</td>
<td>Feb 8, 2017</td>
</tr>
<tr>
<td>Citizens for Don Puchalski</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$500.00</td>
<td>Apr 7, 2017</td>
</tr>
<tr>
<td>Citizens to Elect Paul Hinds</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$100.00</td>
<td>Aug 29, 2017</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$1,000.00</td>
<td>Oct 14, 2017</td>
</tr>
<tr>
<td>Citizens to Elect Jim Zay</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$450.00</td>
<td>Oct 27, 2017</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$700.00</td>
<td>Feb 15, 2018</td>
</tr>
<tr>
<td>Citizens for Don Puchalski</td>
<td>H.W. Lochner, Inc.</td>
<td>Check</td>
<td>$500.00</td>
<td>Apr 12, 2018</td>
</tr>
</tbody>
</table>

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.

![Box](None (check here) - If no contacts have been made)

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

[Signature on File]

Printed Name: Daniel W. Herring
Title: Operations Manager
Date: May 18, 2018

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16
Packet Pg. 23
**Request for Change Order**

Procurement Services Division

Attach copies of all prior Change Orders

---

**Purchase Order #: 2061-0001-SERV**

**Original Purchase Order Date:**

**Change Order #: 1**

**Department:** Division of Transportation

**Vendor Name:** V3 Companies of Illinois, Ltd

**Vendor #: 10802**

**Dept Contact:** Sarah Lobdell

**Background and/or Reason for Change Order Request:**

Professional Environmental Screening Services upon request for the Division of Transportation and Facilities Management, Section 16-ENVMT-04-EG

Decrease/Close

---

**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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($43,532.52)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$46,467.48</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-48.37%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-48.37%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days)/Decrease contract expiration from:
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount
- [ ] OTHER - explain below:

---

**SL 6900**

<table>
<thead>
<tr>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6900</td>
<td></td>
<td>May 16, 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5/23/18</td>
<td></td>
<td>5/23/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

---

**CONFIRMED AGENDA**

**JUN 1 2 2018**

**Packet Pg. 24**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Healy, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>
Requisition under 25k dollars
2018-134

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$11,815.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock    Completed 05/11/2018 11:02 AM
- Christopher Snyder Completed 05/11/2018 11:03 AM
- Kathy Ostrowski  Completed 05/14/2018 12:10 PM
- James McGuire    Completed 05/15/2018 12:16 PM
- Paul Rafac       Completed 05/15/2018 5:38 PM
- Kathy Ostrowski  Completed 05/17/2018 9:29 AM
- Transportation Committee Completed 06/05/2018 10:00 AM
### Purchase Requisition

**Procurement Services Division**

#### Send Purchase Order To:
Vendor: Burris Equipment Co.  
Vendor #: 13307  
Attn: George O'Hara  
Email: george.ohara@burrisequipment.com  
Address: 2216 N. Greenbay Road  
City: Waukegan  
State: IL  
Zip: 60087  
Phone: 847-336-1205  
Fax: 847-336-2697

#### Send Invoices To:
Dept: Division of Transportation  
Division: Highway Maintenance  
Attn: Kathy Curcio  
Email: kathy.black@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6892  
Fax: 

#### Send Payments To:
Vendor: Burris Equipment Co.  
Vendor #: 13307  
Attn:  
Email:  
Address: 2216 Greenbay Road  
City: Waukegan  
State: IL  
Zip: 60087  
Phone:  
Fax: 

#### Ship To:
Dept: Division of Transportation  
Division: Grounds  
Attn: Keith Fuchs  
Email: keith.fuchs@dupageco.org  
Address: 180 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6944  
Fax: 630-407-6921

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Aeravator with attachments</td>
<td>18</td>
<td>1500</td>
<td>1101</td>
<td>54130</td>
<td>11,815.00</td>
<td>11,815.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $11,815.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

This contract purchase order is for an Aeravator with attachments per low quotation Q18-112-GV.

Please contact Keith Fuchs, 48 hours prior to delivery at 630-407-6944.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

email completed approved PO to George O'Hara.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

Transportation - 06/05/18

---

**Date:** May 3, 2018  
**MinuteTraq (IQM2) ID #:** 12694  
**Department Req #:** 18-1500-06i  
**RFP, Bid or Quote #:** Q18-112-GV

---

**Packet Pg. 27**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: Burris Equipment Co.</th>
<th>Vendor #: 13307</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $11,815.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Keith Fuchs</td>
<td>Phone: 630-407-6944</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

To furnish and deliver one (1) Aeravator with attachments, for a contract total not to exceed $11,815.00.

**Reason for Procurement**

This machine will be used to aerate and seed the lawns on the County campus. Aeration involves perforating the soil with small holes to allow air, water and nutrients to penetrate the grass roots. This helps the roots grow deeply and produce a stronger more vigorous lawn. The main reason for aerating is to alleviate soil compaction.

**FUNDING SOURCE**

- [X] Procurement budgeted for (FY and budget code(s)): 1500 1101 54130

**DECISION MEMO NOT REQUIRED**

- [X] LOWEST RESPONSIBLE QUOTE # or BID # Q18-112-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # _______ _______ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS S/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS S/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government: Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # _____
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>May 3, 2018</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>[ ]</th>
<th>[ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>5/14/18</td>
<td>Procurement Officer</td>
<td>5-15-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Date</td>
<td>Chairman's Office</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>5-15-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

*FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER*
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BURRIS EQUIPMENT</th>
<th>FIRST PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>QTY</td>
<td>UNIT PRICE</td>
</tr>
<tr>
<td>UA60 AERA-VATOR FRAME W/O SHAFT</td>
<td>1</td>
<td>$5,396.00</td>
</tr>
<tr>
<td>UA60 AERA-VATOR SHAFT ONLY</td>
<td>1</td>
<td>$3,233.00</td>
</tr>
<tr>
<td>UA60 SEED BOX ATTACHMENT</td>
<td>1</td>
<td>$3,186.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$11,815.00</td>
</tr>
</tbody>
</table>

| INVITATIONS SENT | 18   |
| POTENTIAL BIDDERS REQUESTING BID DOCUMENTS | 2   |
| TOTAL BID RESPONSES RECEIVED | 2   |
| BID OPENING ATTENDED BY | GV   |
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>BURRIS EQUIPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>847-996-1200</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:BURRIS@EQUIPMENT.COM">BURRIS@EQUIPMENT.COM</a></td>
</tr>
</tbody>
</table>

**Date**: 5-2-18

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide to Procurement Services 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 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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, In-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date/Mode</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: [http://www.dupageco.org/County/Code/Policies/](http://www.dupageco.org/County/Code/Policies/)

I hereby acknowledge that I have read and understood the requirements of this form.

**Authorized Signature**: [Signature on File]

Printed Name: BARRY H. HEIMICH
Title: PRESIDENT
Date: 5-2-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages).
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$7,280.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 05/22/2018 7:24 AM
- Christopher Snyder: Completed 05/22/2018 8:42 AM
- Kathy Ostrowski: Completed 05/23/2018 12:47 PM
- James McGuire: Completed 05/24/2018 3:05 PM
- Paul Rafac: Completed 05/25/2018 10:02 AM
- Kathy Ostrowski: Completed 05/29/2018 11:18 AM
- Transportation Committee: Completed 06/05/2018 10:00 AM
**Purchase Requisition**  
Procurement Services Division

**Send Purchase Order To:**
Vendor: 3 B Group D/B/A National Seed  
Vendor #: 26447  
Attn: Mark Brier  
Email: mark.brier@natseed.com  
Address: 4720 Yender Ave.  
City: Lisle  
State: IL  
Zip: 60532  
Phone: 630-963-8787  
Fax: 630-963-8814

**Send Invoices To:**
Dept: Division of Transportation  
Division: Grounds  
Attn: Kathy Curcio  
Email: kathy.black@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6892  
Fax: 

**Send Payments To:**
Vendor: 3 B Group D/B/A National Seed  
Vendor #: 26447  
Attn:  
Email:  
Address: P.O. Box 582  
City: Lisle  
State: IL  
Zip: 60532  
Phone: 630-963-8787  
Fax:  

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for PO25 only</td>
<td>Destination</td>
<td></td>
<td>Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

**Contract Administrator**  
<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun 5, 2018</td>
<td>Nov 30, 2018</td>
</tr>
</tbody>
</table>

**LN**  | **Qty**  | **UOM**  | **Item Detail (Product #)**  | **Description**  | **FY**  | **Dept #**  | **Acctg Unit**  | **Acct #**  | **Sub-Accts and/or Activity #**  | **Unit Price**  | **Extension**  |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>ORGANIC FERTILIZER</td>
<td>Description</td>
<td>1500</td>
<td>1101</td>
<td>52270</td>
<td>7,280.00</td>
<td>7,280.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER 280 50# BAGS OF ORGANIC FERTILIZER WITH HERBACIDE FOR THE PERIOD JUNE 5, 2018 THROUGH 11/30/18 PER QUOTE 18-120-GV

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):
EMAIL APPROVED PO TO MARK BRIER

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Transportation - 06/05/18
### Procurement Review Checklist

#### Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: 3B Group D/B/A National Seed</th>
<th>Vendor #: 26447</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $7,280.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To furnish and deliver organic fertilizer with herbicide, for a contract total not to exceed $7,280.00.

**Reason for Procurement**
Organic fertilizer with herbicide is used on the County campus to maintain the lawn and flower beds.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 1101 52270
- [ ] Budget Transfer (Date) ______________ Add'l Information __________

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # Q18-120-GV (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signed by:**

DG, CPPB

**Approved by:**

- [ ] May 16, 2018
- [ ] 5/21/18

**Reviewed by (Initials Only):**

- [ ] Buyer
- [ ] 5/23/18
- [ ] Procurement Officer
- [ ] 5-24-18

- [ ] Chief Financial Officer (Decision Memos Over $25,000)
- [ ] 5-25-18
- [ ] Chairman's Office (Decision Memos Over $25,000)
- [ ] Date
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>50# BAGS ORGANIC FERTILIZER WITH HERBACIDE &quot;WEED &amp; FEED&quot; NO PHOSPHOROUS 20-0-5 SURGE, NITROFORM, AMSULM SOP, ORGANIC, CPM OR EQUIVALENT</td>
<td>280</td>
<td>$26.00</td>
<td>$7,280.00</td>
</tr>
</tbody>
</table>

**TOTAL** $7,280.00

<table>
<thead>
<tr>
<th>INVITATIONS SENT</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS</td>
<td>6</td>
</tr>
<tr>
<td>TOTAL BID RESPONSES RECEIVED</td>
<td>1</td>
</tr>
<tr>
<td>BID OPENING ATTENDED BY</td>
<td>6V</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>National Seed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Mark Breier</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>630-963-8787</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:mark.breier@natsed.com">mark.breier@natsed.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected officials 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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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: [https://www.dupageco.org/County/Government/Policies/](https://www.dupageco.org/County/Government/Policies/)

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

Authorized Signature

Printed Name

Mark Breier

Title

Owner

Date

5/1/18

Signature on File

Packet Pg. 36
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Healy, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

Requisition under 25k dollars

2018-135
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>05/11/2018 11:08 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>05/11/2018 11:14 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/14/2018 12:00 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/15/2018 2:01 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/15/2018 5:42 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/17/2018 9:31 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>06/05/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Send Purchase Order To:
**Vendor:** S&M E & J Services d/b/a All Paws Pet Cremation  
Vendor #: 12876  
**Attn:** Jeremy Berman  
**Address:** 1078 S & D Rock Road Suite C  
**City:** East Dundee  
**State:** IL  
**Zip:** 60118  
**Phone:** 847-428-8144  
**Fax:** 847-428-8163

## Send Invoices To:
**Dept:** Division of Transportation  
**Division:** Highway Maintenance  
**Attn:** Kathy Curcio  
**Email:** kathy.black@dupageco.org  
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6892  
**Fax:**

## Send Payments To:
**Dept:** Division of Transportation  
**Division:** Highway Maintenance  
**Attn:** Darcie Garza  
**Email:** darcie.garza2@dupageco.org  
**Address:** 140 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6906  
**Fax:** 630-407-6921

## Ship To:
**Dept:** Division of Transportation  
**Division:** Highway Maintenance  
**Contract Administrator:** Darcie Garza, CPPB  
**Contract Start Date:** Jun 5, 2018  
**Contract End Date:** May 31, 2019  
**Use for:** PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CREMATORY SERVICES</td>
<td></td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53810</td>
<td></td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

THIS CONTRACT PURCHASE ORDER IS TO PROVIDE CREMATORY SERVICES FOR DECEASED ANIMALS, LOCATED IN DUPAGE COUNTY RIGHT OF WAYS, FOR THE PERIOD JUNE 5, 2018 THROUGH MAY 31, 2019, PER UNIT PRICING ON LOW BID 18-102-GV.

THIS CONTRACT IS SUBJECT TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

DOLLAR VALUE IS ESTIMATED. SERVICES SHALL BE RENDERED ON AN "AS NEEDED" BASIS.

$.25/POUND

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

EMAIL COMPLETED APPROVED PO TO JEREMY BERMAN

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

FY2018 $2,500.00  
FY2019 $2,500.00  
Transportation - 06/05/18
**Procurement Review Checklist**

**Procurement Services Division**

*This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.*

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Contract Term</th>
<th>Contract Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;M E&amp;J Services, Inc. D/B/A All Paws Pet Cremation</td>
<td>12876</td>
<td>6/5/2018 - 5/31/2019</td>
<td>$5,000.00</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Dept</th>
<th>Contact</th>
<th>Phone</th>
<th>Assigned Committee</th>
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</thead>
<tbody>
<tr>
<td>Division of Transportation</td>
<td>Darcie Garza, CPPB</td>
<td>630-407-6906</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

To provide crematory services, for deceased animals, located on DuPage County Right of Ways, for a contract total, not to exceed $5,000.00.

**Reason for Procurement**

To provide crematory services for deceased animals, located on DuPage County Right of Ways. Contract award takes into consideration bid unit costs for varying animal weights, location restrictions, average travel distances and travel times to each facility.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3510 53810
- [ ] Budget Transfer (Date) ____________________ Add'l Information ________

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 18-TO-2-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-102 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-102 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (50ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBILITIES BID # ____________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
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<td>DG, CPPB</td>
<td>May 8, 2018</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
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<th>Procurement Officer</th>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>
**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.

---

**Requesting Department:** Division of Transportation  
**Department Contact:** Darcie Garza, CPPB  
**Contact Email:** Darcie.garza2@dupageco.org  
**Contact Phone:** 630-407-6906  
**Vendor Name:** S&M E&J Services, Inc. d/b/a All Paws Pet Cremation  
**Vendor #:** 12876

---

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

Requesting approval of a contract to provide Crematory Services, of deceased animals, along DuPage County Right of Ways, for a contract total, not to exceed $5,000.00.

---

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

The Division of Transportation annually contracts for the cremation of deceased animals along County Right of Ways, based upon historical removal data.

---

**Strategic Impact**

Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

There are 2 contracts for Crematory Services, awarded from Bid #18-102-GV. The first contract is with All Paws, which is set up for the disposal of smaller animals, as we are charged by the pound. They have a restriction that they will not accept skunks. The second contract is with St. Francis Pet Crematory. St. Francis is set up for larger animals and skunks.

---

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

DuPage County went out for competitive bid 18-102-GV and received 2 responses.

---

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

Staff recommends that awards be made to both All Paws and St. Francis for crematory 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.

- **FY2018** $2,500
- **FY2019** $2,500
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>PRICE PER POUND</th>
<th>PRICE PER ANIMAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAINT FRANCIS PET CREMATORY &amp; KENNELS, INC</td>
<td>NOT AVAILABLE</td>
<td>$28.50</td>
</tr>
<tr>
<td>S&amp;M-E&amp;J SERVICES, INC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D/B/A ALL PAWS PET CREMATION</td>
<td>$0.25</td>
<td>NOT AVAILABLE</td>
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</table>

| INVITATIONS SENT                           | 16              |
| POTENTIAL BIDDERS REQUESTING BID DOCUMENTS | 13              |
| TOTAL BID RESPONSES RECEIVED               | 2               |
| BID OPENING ATTENDED BY                    | GV, DT          |
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:

Packet Pg. 43


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

1. Every contractor, union, or vendor who is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services 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.

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
## Requisition under 25k dollars

2018-136

<table>
<thead>
<tr>
<th>RESULT:</th>
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<tr>
<td>MOVER:</td>
<td>James Healy, Vice Chair</td>
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<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
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</tbody>
</table>
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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<tr>
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<td>06/05/18 - 05/31/19</td>
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<tr>
<td>CONTRACT TOTAL AMOUNT</td>
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<td></td>
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</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 05/11/2018 11:05 AM
- Christopher Snyder: Completed 05/11/2018 11:07 AM
- Kathy Ostrowski: Completed 05/14/2018 12:16 PM
- James McGuire: Completed 05/15/2018 2:01 PM
- Paul Rafac: Completed 05/15/2018 5:41 PM
- Kathy Ostrowski: Completed 05/17/2018 9:36 AM
- Transportation Committee: Completed 06/05/2018 10:00 AM
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** St. Francis Pet Crematory & Kennels
  - **Vendor #:** 11933
- **Attn:** Chris Pales
  - **Email:** sfpcinc@aol.com
- **Address:** 6N441 Catalpa Ave.
- **City:** Wood Dale
  - **State:** IL
  - **Zip:** 60191
- **Phone:** 630-766-3646
  - **Fax:** 630-766-3554

**Send Payments To:**
- **Vendor:** St. Francis Pet Crematory & Kennels
  - **Vendor #:** 11933
- **Attn:**
- **Address:** 6N441 Catalpa Ave.
- **City:** Wood Dale
  - **State:** IL
  - **Zip:** 60191
- **Phone:**
  - **Fax:**

**Send Invoices To:**
- **Dept:** Division of Transportation
- **Division:** Highway Maintenance
- **Attn:** Kathy Curcio
  - **Email:** kathy.black@dupageco.org
- **Address:** 180 N. County Farm Road
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6930
  - **Fax:** 630-407-6962

**Send Ship To:**
- **Dept:** Division of Transportation
- **Division:** Highway Maintenance
- **Attn:** Darcie Garza
  - **Email:** darcie.garza2@dupageco.org
- **Address:** 140 N. County Farm Road
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6906
  - **Fax:** 693-407-6921

**Ship To:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Darcie Garza, CPPB
- **Use for PO25 only:**

**PO25 only**

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<th>Acct #</th>
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<td>53810</td>
<td></td>
<td>20,000.00</td>
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</table>

**Requisition Total:**
- **$ 20,000.00**

**Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):**

THIS CONTRACT PURCHASE ORDER IS TO PROVIDE CREMATORIY SERVICES FOR DECEASED ANIMALS LOCATED IN DUPAGE COUNTY RIGHT OF WAYS, FOR THE PERIOD JUNE 5, 2018 THROUGH MAY 31, 2019, PER UNIT PRICING ON LOW BID 18-102-GV

CONTRACT IS SUBJECT TO THREE (3) ADDITIONAL ONE YEAR RENEWALS

DOLLAR SERVICE IS ESTIMATED. SERVICES SHALL BE RENDERED ON AN "AS NEEDED" BASIS.

$28.50/ANIMAL UNIT PRICING

**Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):**

EMAIL APPROVED COMPLETED PO TO CHRIS PALES

**User Department Internal Notes (these comments will NOT appear on the Purchase Order):**

FY2018 10,000.00
FY2019 10,000.00

Transportation - 06/05/18
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor</th>
<th>St. Francis Pet Crematory &amp; Kennels, Inc.</th>
</tr>
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<tbody>
<tr>
<td>Vendor #:</td>
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<tr>
<td>Contract Total</td>
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<tr>
<td>Dept</td>
<td>Division of Transportation</td>
</tr>
<tr>
<td>Contact</td>
<td>Darcie Garza, CPPB</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-6906</td>
</tr>
<tr>
<td>Assigned Committee</td>
<td>Transportation</td>
</tr>
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</table>

### Description of Procurement/Scope of Work/Background

To provide crematory services for deceased animals, located on DuPage County Right of Ways, for a contract total, not to exceed $20,000.00.

### Reason for Procurement

To provide crematory services for deceased animals, located on DuPage County Right of Ways. Contract award takes into consideration bid unit costs for varying animal weights, location restrictions, average travel distances and travel times to each facility.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1500 3510 53810
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or Bid # 18-102-GV (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ______________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________(Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<td>May 8, 2018</td>
<td>(\text{\textmark{C}})</td>
<td>5/11/18</td>
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### REVIEWED BY (Initials Only)

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<tr>
<td>(Decision Memos Over $25,000)</td>
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<td>(Decision Memos Over $25,000)</td>
<td>5/15/18</td>
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</tbody>
</table>
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.

Requesting Department: Division of Transportation
Contact Email: Darcie.garza2@dupageco.org
Vendor Name: St. Francis Pet Crematory & Kennels, Inc.

Department Contact: Darcie Garza, CPPB
Contact Phone: 630-407-6906
Vendor #: 11933

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

Requesting approval of a contract to provide Crematory Services, of deceased animals, along DuPage County Right of Ways, for a contract total, not to exceed $20,000.00.

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

The Division of Transportation annually contracts for the cremation of deceased animals along County Right of Ways, based upon historical removal data.

Strategic Impact - Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

There are 2 contracts for Crematory Services, awarded from Bid #18-102-GV. The first contract is with All Paws, which is set up for the disposal of smaller animals, as we are charged by the pound. They have a restriction that they will not accept skunks. The second contract is with St. Francis Pet Crematory. St. Francis is set up for larger animals and skunks. It is imperative that the contract for St. Francis be set up, so that DuPage County has a location to dispose of skunks and large animals.

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

DuPage County went out for competitive bid 18-102-GV and received 2 responses.

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

Staff recommends that awards be made to both All Paws and St. Francis for crematory services.
The only other alternative is to award a sole contract to St. Francis, as they will accept all deceased animals, including skunks.

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.

FY2018 10,000
FY2019 10,000

Date: May 8, 2018

Department Requisition #: 18-1500-070

<table>
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<tr>
<th>VENDOR</th>
<th>PRICE PER POUND</th>
<th>PRICE PER ANIMAL</th>
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<tbody>
<tr>
<td>SAINT FRANCIS PET CREMATOR &amp; KENNELS, INC</td>
<td>NOT AVAILABLE</td>
<td>$28.50</td>
</tr>
<tr>
<td>S&amp;M-E&amp;J SERVICES, INC D/B/A ALL PAWS PET CREMATION</td>
<td>$0.25</td>
<td>NOT AVAILABLE</td>
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</tbody>
</table>

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<tr>
<th>INVITATIONS SENT</th>
<th>16</th>
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<tbody>
<tr>
<td>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS</td>
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</tr>
<tr>
<td>TOTAL BID RESPONSES RECEIVED</td>
<td>2</td>
</tr>
<tr>
<td>BID OPENING ATTENDED BY</td>
<td>GV, DT</td>
</tr>
</tbody>
</table>
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 order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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 officials 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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Printed Name: Christopher Fales
Title: CEO President
Date: 05/07/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of 10 (total number of pages)
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

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<thead>
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<td>CONTRACT TERM</td>
<td>08/01/18 - 07/31/21</td>
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<tr>
<td>REQUESTING DEPT.</td>
<td>TRANSPORTATION COMMITTEE</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Per Cooperative Agreement

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<th>Completed Date</th>
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<tbody>
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<td>Eva Hitchcock</td>
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<tr>
<td>Christopher Snyder</td>
<td>05/23/2018 3:24 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>05/23/2018 4:12 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>05/24/2018 3:14 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>05/25/2018 10:04 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>05/29/2018 3:44 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed 06/05/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Cintas Corporation No. 2  
- **Addr:** 1150 Windham Parkway  
- **City:** Romeoville  
- **Phone:** 630-452-9964  

### Send Invoices To:
- **Vendor:** Cintas Corporation No. 2  
- **Addr:** 1150 Windham Parkway  
- **City:** Romeoville  
- **Phone:** 630-452-9964

### Ship To:
- **Vendor:** Cintas Corporation No. 2  
- **Addr:** 1150 Windham Parkway  
- **City:** Romeoville  
- **Phone:** 630-452-9964

### Send Payments To:
- **Vendor:** Cintas Corporation No. 2  
- **Addr:** 1150 Windham Parkway  
- **City:** Romeoville  
- **Phone:** 630-452-9964

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>RENTAL UNIFORMS</td>
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<td></td>
<td>1500</td>
<td>3520</td>
<td>53410</td>
<td></td>
<td>18,000.00</td>
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</table>

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

To furnish, deliver and provide rental uniform service, for the 3 year period, starting August 1, 2018 through July 31, 2021 per US Communities cooperative contract pricing 12-JH-011C

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Email completed, approved PO to Stephen LeRoy

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

18 1500 54130 $4,000.00  
19 1500 54130 $6,000.00  
20 1500 54130 $6,000.00  
21 1500 54130 $2,000.00  

Transportation - 06/05/18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Cintas Corporation No. 2</th>
<th>Vendor #: 11863</th>
<th>Contract Term: 8/1/18 - 7/31/21</th>
<th>Contract Total: $18,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To furnish, deliver and provide rental uniform and mats for a 3 year total, not to exceed $18,000.00.

**Reason for Procurement**
Mechanics, as part of their union contract, are provided rental uniform service.

**FUNDING SOURCE**
- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3520 53410
- [ ] Budget Transfer (Date) ____________ Add'l Information

**DECISION MEMO NOT REQUIRED**
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below: ________

**DECISION MEMO REQUIRED**
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS523)
  - [ ] Per Coop (DPC4-107) select one below
    - U.S. Communities # 12-JLH-011C

- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>May 22, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

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<tr>
<th>Buyer</th>
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<th>5/24/18</th>
<th>Procurement Officer</th>
<th>5-24-18</th>
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<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>5-25-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
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</table>

**Packet Pg. 54**
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.

Requesting Department: Division of Transportation
Contact Email: darcie.garza2@dupageco.org
Vendor Name: Cintas

Department Contact: Darcie Garza, CPPB
Contact Phone: 630-407-6906
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Requesting approval of a contract to provide rental uniforms and mats, for a contract total not to exceed $18,000.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Rental uniforms (pants and shirts - 11 sets) are provided to the mechanics as part of their union contract. This provides for the proper attire for working, as well as a way to be identified as a County Employee. In addition, we have expanded our rental mat service to include the 140 building.

Strategic Impact
Financial Planning
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
This contract will provide accurate budget figures for the next 3 years.

Source Selection/Vetting Information - Describe method used to select source.
This was procured under the US Communities umbrella for rental uniforms and mats.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends award of a rental uniform and mats contract through Cintas, based on U.S. Communities Cooperative, competitively bid contract.

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.

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<thead>
<tr>
<th>Year</th>
<th>Units</th>
<th>Price</th>
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<td>3520 54130</td>
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<tr>
<td>19</td>
<td>1500</td>
<td>3520 54130</td>
<td>$6,000.00</td>
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<td>20</td>
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<td>3520 54130</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>21</td>
<td>1500</td>
<td>3520 54130</td>
<td>$2,000.00</td>
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</table>
Cintas Contract

Home > Cintas > Cintas Contract

Facilities Solutions

Lead Agency:
Harford County Public Schools, Maryland

Contract Number:
12-JHL-011C

3 year Initial term, April 1, 2012 to March 31, 2015
Contract has been extended through March 31, 2019

Contract Updates
Harford County Public Schools Contact information added on August 8, 2017

Postings
Number of suppliers who responded to RFP: 2

Posting Information:

- U.S. Communities: Current Solicitations
  - Date Posted: January 12, 2011 – February 16, 2012

- Canadian MERX Public Tenders
  - Date Posted: January 12, 2011 – February 16, 2012

- Onvia Demand Star
  - Date Posted: January 12, 2011 – February 16, 2012

- State of Maryland
  - Date Posted: January 12, 2011 – February 16, 2012

- Association of Oregon Counties
  - Date Posted: January 12, 2011 – February 16, 2012

- State of Hawaii and Oregon
  - Date Posted: January 12, 2011 – February 16, 2012

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started
- Program Overview
- How It Works
- FAQs

Why Use U.S. Communities
- What Makes Us Different
- Webinars & Events
- Supplier Commitments

Discounts on Brands
- Products & Suppliers
- Online Marketplace
- Solicitations

Over 55,000 agencies trust U.S.
- Who Uses U.S. Communities?
- Cooperative Standards
- State Standards

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http://www.uscommunities.org/suppliers/cintas/cintas-contract/
<table>
<thead>
<tr>
<th>Name</th>
<th>MF#945 (Shirt)</th>
<th>MF#945 (Pant)</th>
<th>(165/garment) Shirt</th>
<th>(165/garment) Pant</th>
<th>Uniform Advantage</th>
<th>Prep Advantage</th>
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<td>0.715</td>
<td>7.655</td>
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<td>0.559</td>
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<tr>
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<tr>
<td>Sam Bartalone</td>
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<td>0.213</td>
<td>0.156</td>
<td>0.160</td>
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<tr>
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<tr>
<td>Mike LeCroy</td>
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<tr>
<td>3 x 5</td>
<td>2.073</td>
<td>6.219 (X3)</td>
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<td>180</td>
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<tr>
<td></td>
<td>4x6 - 1 fleet</td>
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<td></td>
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<tr>
<td>140</td>
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<tr>
<td></td>
<td>4x6 - 1 Sign Shop Doors</td>
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<td>4x6 - 2 bedroom</td>
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<tr>
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<td>3x5 - 1 bedroom</td>
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### US COMMUNITIES PRICING

#### AMENDMENT #6

4.1.2017

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<th>Pricing Per Week (no cleaning)</th>
<th>Pricing Per Week (w/cleaning)</th>
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<tr>
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<td>$ 0.194</td>
<td>$ 0.259</td>
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<tr>
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<td>374</td>
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<td>$ 0.259</td>
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<tr>
<td>Men’s Polo Shirt</td>
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<td>Smocks</td>
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<td>Emblem</td>
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<td></td>
<td>$ 1.555</td>
<td>$ 1.555</td>
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<tr>
<td></td>
<td>Name Tag</td>
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<td>$ 1.555</td>
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</tr>
<tr>
<td></td>
<td>Size Premium</td>
<td></td>
<td>$ 0.156</td>
<td>$ 0.156</td>
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</tr>
<tr>
<td></td>
<td>Lockers</td>
<td></td>
<td>$ 3.628</td>
<td>$ 3.628</td>
<td>-</td>
</tr>
</tbody>
</table>

* This item is for direct purchase only.
### SECTION B

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Item #</th>
<th>Rental Pricing Per Week</th>
<th>Lease Reimbursement Charge (EA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cotton Towels</td>
<td>Shop</td>
<td>2180</td>
<td>$0.062</td>
<td>$0.467</td>
</tr>
<tr>
<td>Microfiber Towels</td>
<td></td>
<td>7092</td>
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<td>$1.348</td>
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<tr>
<td>3x5 Carpet Mat</td>
<td>Carpet</td>
<td>843XX</td>
<td>$2.073</td>
<td>$46.635</td>
</tr>
<tr>
<td>4x6 Carpet Mat</td>
<td>Carpet</td>
<td>844XX</td>
<td>$2.507</td>
<td>$72.523</td>
</tr>
<tr>
<td>3x10 Carpet Mat</td>
<td>Carpet</td>
<td>840XX</td>
<td>$3.047</td>
<td>$93.269</td>
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<td>3x5 Scraper Mat</td>
<td>Scraper</td>
<td>2477</td>
<td>$2.218</td>
<td>$46.635</td>
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<tr>
<td>2x3 Spring Step</td>
<td></td>
<td>1801</td>
<td>$1.375</td>
<td>$51.816</td>
</tr>
<tr>
<td>3x6 Duralite Mat</td>
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<td>1810</td>
<td>$2.472</td>
<td>$51.816</td>
</tr>
<tr>
<td>3x5 Logo Mat</td>
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<td>84301</td>
<td>$2.604</td>
<td>$82.906</td>
</tr>
<tr>
<td>24&quot; Dust Mop</td>
<td></td>
<td>2570</td>
<td>$0.829</td>
<td>$10.363</td>
</tr>
<tr>
<td>24&quot; Dust Mop Frame</td>
<td></td>
<td>1946</td>
<td>$0.984</td>
<td>$10.363</td>
</tr>
<tr>
<td>36&quot; Dust Mop</td>
<td></td>
<td>2500</td>
<td>$1.296</td>
<td>$10.363</td>
</tr>
<tr>
<td>36&quot; Dust Mop Frame</td>
<td></td>
<td>1947</td>
<td>$1.296</td>
<td>$10.363</td>
</tr>
<tr>
<td>48&quot; Dust Mop</td>
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<td>2804</td>
<td>$1.430</td>
<td>$10.363</td>
</tr>
<tr>
<td>48&quot; Dust Mop Frame</td>
<td></td>
<td>1948</td>
<td>$1.430</td>
<td>$10.363</td>
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<tr>
<td>Wet Mop</td>
<td></td>
<td>2650</td>
<td>$0.280</td>
<td>$12.436</td>
</tr>
<tr>
<td>11&quot; Microfiber Mop</td>
<td></td>
<td>6998</td>
<td>$0.280</td>
<td>$12.436</td>
</tr>
<tr>
<td>11&quot; Microfiber Mop Handle</td>
<td></td>
<td>6999</td>
<td>$0.467</td>
<td>$7.254</td>
</tr>
<tr>
<td>20&quot; Microfiber Mop</td>
<td></td>
<td>7000</td>
<td>$0.467</td>
<td>$7.254</td>
</tr>
<tr>
<td>20&quot; Microfiber Mop Handle</td>
<td></td>
<td>7002</td>
<td>$0.467</td>
<td>$7.254</td>
</tr>
<tr>
<td>Automotive Parts Washer</td>
<td></td>
<td></td>
<td>$30.500</td>
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</tbody>
</table>

### SECTION C

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>P:ing Cost $</th>
<th>Pricing Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deep Restroom Cleaning</td>
<td>floors &amp; fixtures</td>
<td>$0.186 sq/ft</td>
<td>Minimum Charge $31.020</td>
</tr>
<tr>
<td>Clean</td>
<td>Truck Mounted System</td>
<td>$0.134 sq/ft</td>
<td>Minimum Charge $414.529</td>
</tr>
<tr>
<td>Clean</td>
<td>2 Step Maintaining Clean</td>
<td>$0.114 sq/ft</td>
<td>Minimum Charge $414.529</td>
</tr>
<tr>
<td>Ceramic Tile Cleaning</td>
<td>Truck Mounted System</td>
<td>$0.973 sq/ft</td>
<td>Minimum Charge $414.529</td>
</tr>
<tr>
<td>Floor Cleaner</td>
<td>Concentrated Cleaning</td>
<td>$1.295 per unit</td>
<td>Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee $3.100. One time installation fee $51.816</td>
</tr>
<tr>
<td>Glass Cleaner</td>
<td>Concentrated Cleaning</td>
<td>$1.865 per unit</td>
<td>Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee $3.100. One time installation fee $51.816</td>
</tr>
<tr>
<td>Multi-Purpose Cleaner</td>
<td>Concentrated Cleaning</td>
<td>$2.650 per unit</td>
<td>Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee $3.100. One time installation fee $51.816</td>
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</table>

### DIRECT SALE ITEMS

### SECTION D

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Item #</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Boots</td>
<td>Steel Toe</td>
<td>83615</td>
<td>$124.99</td>
</tr>
<tr>
<td>Work Boots</td>
<td>Non Steel Toe</td>
<td>83719</td>
<td>$119.95</td>
</tr>
<tr>
<td>Hard Hats</td>
<td></td>
<td>220</td>
<td>$9.99</td>
</tr>
<tr>
<td>Protective Eye-Wear</td>
<td></td>
<td>22</td>
<td>$1.31</td>
</tr>
<tr>
<td>Comfort Hat</td>
<td>Wool</td>
<td>131</td>
<td>$5.99</td>
</tr>
<tr>
<td>Baseball Cap</td>
<td></td>
<td>85369</td>
<td>$11.49</td>
</tr>
<tr>
<td>Belts</td>
<td>Black/Brown</td>
<td>122</td>
<td>$16.99</td>
</tr>
<tr>
<td>Gloves</td>
<td>Leather</td>
<td>86939</td>
<td>$23.00</td>
</tr>
</tbody>
</table>
Additional Contract Language for Sections A-D:

**Prices:** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Section A, B & C, "Merchandise & Pricing" at the prices set forth in Section A, B & C. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in Agreement.

**Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Section A & B. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

**Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.

**Logo Mates:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mat, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

**Adding Employees:** Additional employees and merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Section A. Customer shall not pay Company any one-time preparation fee of $1.50 for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

**Emblem Guarantee:** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Section A & B of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) three (3) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Section A & B.

**Terminating Employees:** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of the three (3) weeks or more, shall be terminated upon oral or written notice to the Customer by the Company but only after all garments issued to that individual, or value of name at the then current Loss/Damage Replacement Values, are returned to Company.

**Replacement:** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
**Dry Chemical Extinguishers and Emergency Lights**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC</td>
<td>Service Charge</td>
<td>ea</td>
<td>$45.765</td>
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<tr>
<td>IN</td>
<td>Portable Extinguisher Annual Maintenance Inspection</td>
<td>ea</td>
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<tr>
<td>INR11T</td>
<td>Pull to test only</td>
<td>ea</td>
<td>$14.24</td>
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<tr>
<td>INEL</td>
<td>Emergency Exit Light Inspection</td>
<td>ea</td>
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<tr>
<td>INEX</td>
<td>Emergency Exit light inspection (AC)</td>
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<tr>
<td>NAD05</td>
<td>50# Stored pressure Dry Chemical</td>
<td>ea</td>
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</tr>
<tr>
<td>NAD10</td>
<td>100# Stored pressure Dry Chemical</td>
<td>ea</td>
<td>$53.975</td>
</tr>
<tr>
<td>NAD20</td>
<td>200# Stored pressure Dry Chemical</td>
<td>ea</td>
<td>$76.329</td>
</tr>
<tr>
<td>BR05</td>
<td>50# Stored pressure Dry Chemical</td>
<td>ea</td>
<td>$33.827</td>
</tr>
<tr>
<td>BR10</td>
<td>100# Stored pressure Dry Chemical</td>
<td>ea</td>
<td>$43.073</td>
</tr>
<tr>
<td>NS05</td>
<td>50# Stored pressure Dry Chemical</td>
<td>ea</td>
<td>$69.156</td>
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<tr>
<td>VARIOUS</td>
<td>SI 900 Dry Chemical Fire Extinguisher</td>
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<td>$50.003</td>
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<tr>
<td>VARIOUS</td>
<td>SI 1000 Dry Chemical Fire Extinguisher</td>
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<td>$54.311</td>
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<tr>
<td>INKS</td>
<td>Kitchen System Inspection - single tank</td>
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<td>$105.826</td>
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<tr>
<td>INKR</td>
<td>Kitchen System Inspection - remote tank</td>
<td>ea</td>
<td>$36.645</td>
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<tr>
<td>ECU/LINK</td>
<td>Fireline Link</td>
<td>ea</td>
<td>$99.987</td>
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<tr>
<td>INSW</td>
<td>Annual Sprinkler Inspection - Initial Filler</td>
<td>ea</td>
<td>$259.503</td>
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<tr>
<td>INSF</td>
<td>Annual Sprinkler Inspection - Additional Filler</td>
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<td>$106.783</td>
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<tr>
<td>INSFD</td>
<td>Quarterly Sprinkler Inspection - Per Filler</td>
<td>ea</td>
<td>$18.343</td>
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<tr>
<td>INSPO</td>
<td>Sprinkler Inspection (Dry)</td>
<td>ea</td>
<td>$29.675</td>
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<tr>
<td>INSFAL</td>
<td>Anti-Freeze leak inspection &amp; Test</td>
<td>ea</td>
<td>$18.423</td>
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<tr>
<td>INF70</td>
<td>Annual Fire Alarm System inspection</td>
<td>ea</td>
<td>$228.999</td>
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<tr>
<td>INF600</td>
<td>Additional Devices Per Device (smoke det. fiv, hir, strobe, pull station)</td>
<td>ea</td>
<td>$8.645</td>
</tr>
<tr>
<td>ISP1</td>
<td>Inspection Back Filler - Domestic or Integration (per valve)</td>
<td>ea</td>
<td>$117.971</td>
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<td>LABOR - R</td>
<td>Labor Regular hours, per hour</td>
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<td>$106.785</td>
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<tr>
<td>LABOR - D</td>
<td>Labor Overtime hours, per hour</td>
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<td>LABOR - W</td>
<td>Labor Weekly holiday hours, per hour</td>
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<tr>
<td>EDC</td>
<td>Emergency Exit - Minimum, plus LABOR Charge</td>
<td>ea</td>
<td>$207.023</td>
</tr>
</tbody>
</table>

**Additional Contract Language for Fire:**

**Price Adjustments:** Company may adjust prices if Customer requests significant changes to the product list, service requirements, sales requirements, billing requirements, or report generation. Should Company experience any extraordinary cost increases that necessitate price changes during this contract, Company will present Customer with the proposed new prices and explanation. Should Customer deny these changes, Company may choose to exclude those affected items from the program or terminate the Agreement.

**Description of Services:** Company shall provide Customex service and maintenance of Portable Fire Extinguishers (Exhibit A), Emergency Exit Lighting (Exhibit B), Fire Alarms (Exhibit C), Fire Sprinklers (Exhibit D), Clean Agent Suppression Systems (Exhibit E), and Kitchen Suppression (Exhibit F) to each location listed above, and to additional locations which may be added by Customer. All merchandise delivered to Customer's locations shall become the property of Customer. Service area and prices only apply to 48 contiguous US unless otherwise specified.

**Pricing:** Company agrees to provide to Customer the prices set forth above, Fees and Pricing. Prices will be in effect at Customer locations currently serviced by Company within thirty (30) days of the date of execution of this Agreement.

**Term:** This Agreement shall be effective as of the date listed above and shall continue until the expiration of the Agreement or thirty-six (36) months whichever is longer. This Agreement will renew with the Agreement unless one of the parties indicates in writing, within 30 days of the anniversary dates, their desire to terminate the Agreement. Either party may terminate the Agreement if, 30 days after sending the other party a written notice of all concerns via certified mail, the issues are not resolved to the originating party's satisfaction.
Price Adjustments: Upon each anniversary date of the execution of this Agreement, the prices then in effect shall be automatically adjusted by the amount of the percentage change in the Consumer Price index (CPI) for the most recently available previous twelve months. In no case will the price increase exceed (five percent) 5%. The CPI used to calculate the adjustment would be the U.S. All City CPI-U, as published by U.S. Department of Labor. Company may adjust prices if Customer requests significant changes to the product fill list, service requirements, sales requirements, billing requirements, or report generation. Should Company experience any extraordinary cost increases that necessitate price changes during this contract, Company will present Customer with proposed new prices and explanation. Should Customer deny these changes, Company may choose to exclude those affected items from the program or terminate the Agreement.

Equipment Exchange: Customer hereby understands and agrees that in servicing Customer's fire equipment Company intends to exchange Customer's fire equipment for Company's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Company and all right, title and interest in Company's fire equipment so exchanged will belong to Customer.

Inspection: Company strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Company shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions.

Insurance: Customer agrees that neither Cintas nor its subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement.

Customer acknowledges and agrees that Cintas and its Subcontractors do not assume any responsibility nor shall they have any liability for claims made against them claiming that they are insurer or Customer's systems, the failure of such systems to operate effectively, or any other type of insurance coverage as an Insurer. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability bodily injury, sickness or death, and losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained.

Limited Warranty: Because of the great number and variety of applications for which Company's goods and services are purchased, Company does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Company's good and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Company warrants that title to all goods sold by Company shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE FORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY COMPANY.

Limited Liability: THE LIABILITY OF CINTAS AND ITS SUBCONTRACTORS FOR ANY CLAIM WHICH CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR INVITEES MAY HAVE AGAINST CINTAS PURSUANT TO THIS AGREEMENT, IN THE EVENT IT IS DETERMINED THAT CINTAS HAS ANY LIABILITY, SHALL BE LIMITED TO $1,000.00

As liquidated damages. If Customer wishes to increase the limitation of liability, Company may, as of right, enter into a supplemental agreement with Cintas and obtain a higher limit by paying an additional amount consistent with the increase in liability. Company's service fees are based on the value of the services provided and the limited liability provided under this contract, and not on the value of Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Company cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. As such Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties.

Fire Alarm Monitoring: Company hereby notifies Customer that any alarm monitoring services offered or provided hereunder are subject the local codes, rules and regulations and that specific licensing, individual to a particular jurisdiction may be required to offer such services. Company may not possess the necessary licensing for some or all of these jurisdictions and as such may not offer alarm monitoring services in such jurisdictions. Company will endeavor to notify Customer of any such jurisdictions and to obtain any necessary licensing on a best efforts basis. CERTAIN CUSTOMER LOCATIONS MAY BE EXCLUDED FROM ANY ALARM MONITORING SERVICE PROVIDED OR CONTEMPLATED TO BE PROVIDED HEREUNDER. COMPANY STRONGLY RECOMMENDS THAT CUSTOMER INVESTIGATE THE REQUIREMENTS OF ALL JURISDICTIONS IN WHICH IT DESIRES ALARM MONITORING SERVICE AND TO MAKE ALL NECESSARY ACCOMMODATIONS TO SECURE SUCH SERVICE.
Other Contracts: The Customer certifies to Company that this Agreement in no way infringes upon any other existing agreement between Customer and another service provider. Company will begin servicing Customer locations that currently are being serviced under existing agreement with other fire service companies upon the expiration of such locations' existing agreement. Customer will make a reasonable effort to provide Company with the expiration dates of all competitors' agreements within sixty (60) days of the execution date of this Agreement.

Terms of Payment: Net 20 days from date of invoice. Payment shall be made within twenty (20) days of receipt of the billing.

Notices: All notices or other communications that may be given in connection with this Agreement shall be in writing, sent certified mail or by a reputable national delivery service, signed receipt requested. Notices given by Company shall be addressed to <insert name>, at <insert customer street address, city, state, zip>. Attention: <insert appropriate title to direct notices to and any internal department number>, or at such other address as Customer specifies by notice to Company. Notice given by Customer shall be addressed to CINTAS CORPORATIONS at 6800 Cintas Blvd., P.O. Box 625737, Cincinnati, OH 45262-5737 Attention: Sr. Director Business Strategy & Development - Global Accounts, or at such address as Company specifies by notice to Customer. Notices are effective upon receipt.

Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every and any nature between the parties. This Agreement may not be changed or modified, except by agreement in writing, signed by each of the parties.

Miscellaneous: If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement shall be construed and be binding upon the successors and assigns of the parties hereto.

Exhibit A - Service & Maintenance of Portable Fire Extinguishers

General Requirements: Per NFPA 10, portable fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. All rechargeable-type fire extinguishers shall be recharged after any use, as indicated by an inspection or when performing maintenance.

Inspection Procedures: Periodic inspection of fire extinguishers shall include a check to verify at least the following items:
- Extinguisher is in its designated location
- There are no obstructions to access or visibility
- Pressure gauge reading or indicator is in the operable range or position
- Operating instructions on nameplate are legible and face outward
- Safety seals and tamper indicators are not broken or missing
- Fullness is determined by weighing or "feeling"
- There is no obvious physical damage, corrosion, leakage, or clogging of the nozzle
- Condition of tires, wheels, carriage, hose, and nozzle are checked (wheeled extinguishers only). When an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above, immediate corrective action shall be taken.

Inspection Recordkeeping: Personnel making inspections shall keep records of all fire extinguishers inspected, including those found to require corrective action. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. Records shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or in an electronic system (e.g., bar coding) that provides a permanent record.

Annual Maintenance Requirements: Maintenance, as defined by NFPA10, is a "thorough examination" of the fire extinguisher. It is intended to give maximum assurance that a fire extinguisher will operate effectively and safely. It includes a thorough examination for physical damage or condition to prevent its operation and to evaluate its parts or condition. It will normally reveal if hydrostatic testing or internal maintenance is required. Fire extinguishers shall be subjected to maintenance at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection.

Maintenance Procedures: Maintenance of portable fire extinguishers, as performed by Cintas Fire Protection, includes the following Cintas 10-Step Quality Assurance Procedures:
1. Visually inspect the extinguisher - The extinguisher is removed from its bracket. The extinguisher label is checked to ensure that the instructions are legible and unobstructed. The cylinder is inspected for corrosion, abrasion, or dents (including under removable bands). The extinguisher is inspected for missing, substitute, or broken parts.
2. Check the hydrostatic and maintenance dates - The date of manufacture is checked on the unit. The most recent hydrostatic test and six-year maintenance dates are noted and the applicable service procedure (hydrostatic test or six-year maintenance) is performed.
3. Verify extinguisher is full - Hand portable extinguishers are weighed or "feathered" to assure that they are fully charged with chemical (cartridge-operated extinguishers are visually inspected for fullness). If necessary, the extinguisher is refilled.
4. Visually inspect the pressure gauge - For stored pressure extinguishers, the gauge is checked for damage. The operating pressure is checked to ensure that the extinguisher is properly charged.
5. Remove the tamper seal and safety pull pin - The plastic tamper seal is removed and the safety pull pin is removed to assure that it is not bent and operates freely. A new listed, color-coded Cintas tamper seal is installed.

6. Check the discharge hose for continuity - A continuity test is conducted on all carbon dioxide hose assemblies to assure that they are properly grounded. A continuity test label is attached to CO2 discharge hoses that pass the continuity test.

7. Inspect all instruction labels - Verify that the operating instructions are present, legible, and facing outward and the appropriate HMIS (Hazardous Material Identification System) information is present and legible.

8. Clean and re-hang the extinguisher - The extinguisher is wiped down to remove dust and debris. The hanging bracket is checked to assure that the correct bracket is being used and that the bracket is securely installed. The extinguisher is re-hung on the bracket or in its cabinet.

9. Review the extinguisher placement, size, and type - The size, type and placement of the extinguisher are checked to assure it is appropriate for the hazard area. Additional record keeping is completed as required.

10. Attach a new certification tag - For those extinguishers that pass the applicable maintenance procedures, a color-coded Cintas Certification Tag is attached to the extinguisher. The Certification Tag includes the month and year maintenance was performed, and the name of the Cintas Partner performing the work. The Certification Tag is valid for one year from the month punched, and documents that the equipment is in compliance with State, Local and National Fire Codes.

**Hydrostatic Testing-Yr Maintenance**: Hydrostatic testing, as defined by NFPA 10, is pressure testing of an extinguisher to verify its strength against unwanted rupture. Hydrostatic test intervals for portable fire extinguishers are generally at 5 and 12-year intervals. (Refer to NFPA 10 for more specific details.)

**Hydrostatic Test Intervals**: Extinguisher Type Interval: Water-Based-5, Carbon Dioxide-5, Dry Chemical-12, Halogenated Agents-12, Dry Powder (Class D)-12. Every six years, stored pressure fire extinguisher.

**Maintenance Recordkeeping**: Location Surveys in addition to the required Certification Tag, Cintas documents the location, type, size and service condition of all fire extinguishers inspected or maintained. These Location Surveys are available to our customers. The Location Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements. Each extinguisher that has undergone maintenance that includes internal examination or has been recharged shall have a "Verification of Service" collar around the neck of the container. Cartridge-operated and cylinder operated fire extinguishers do not require a "Verification of Service" collar.

**Exhibit B - Emergency and Exit Lighting**


**General Requirements**: The equipment owner is responsible for assuring that illuminated Emergency Exit Signs and Emergency Lights ("E-Lights") are properly maintained. Occupants can be in peril if critical routine maintenance is neglected, or is not performed by properly trained individuals with the correct tools, equipment and replacement parts.

**Annual Test**: E-Lights are required to be tested at least annually. The annual test Cintas performs includes the following:

- Check for physical damage to the exterior of the unit (test switch, pilot lamp, broken heads, etc.)
- Check the operation of the unit by exercising the test button
- Open the unit and checking the tightness and cleanliness of battery terminals
- Measure the battery "Float Voltage" with a DC Voltmeter to assure that the battery charger is functioning properly
- Use a Battery Analyzer to perform a Battery Load Test (or Battery Burn Test as may be required by Local authority) to assure that the battery is functioning properly
- Verify that all lamps are working properly
- Replace defective parts as needed (batteries and bulbs)

**Annual Test Recordkeeping**: Cintas affixes a label to all E-Lights that have been tested, indicating the date the test was conducted, the type of test conducted, and the name of the Cintas Partner performing the work. In addition to the required Certification Label, Cintas documents the location and type of all E-Lights tested. These Location Surveys are available to our customers. The Location Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements.

**Exhibit C - Fire Alarm and Detection Systems**

**Introduction**: Fire detection and alarm systems are designed to detect fires and fire conditions, and to initiate audible and/or visual signals that warn building occupants and supervisory personnel of fire and other unsafe conditions. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 72 - National Fire Alarm Code as a guide for establishing its Scope of Service for installing, inspecting, and maintaining fire detection and alarm systems.

**Inspection Requirements**: The facility owner is required to have the detection and alarm system components visually inspected annually, semi-annually, quarterly, or monthly, with Table 10.3.1 of NFPA 72. More frequent inspections may be required by the local authority having jurisdiction.

**Semi-Annual Testing Requirements**: The facility owner is required to have the detection and alarm system components tested in accordance with Table 10.4.3 of NFPA 72. More frequently testing may be required by the local authority having jurisdiction. Cintas recommends that the customer have the detection and alarm system tested at least semi-annually (every six months). Semi-annual and annual inspection and testing procedures may vary slightly according to NFPA and Local requirements.
System Details: The testing and inspection service shall be completed on the listed Fire Alarm System along with its components at the frequency as indicated below. The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specially detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 72 and other applicable documents for more detailed information.

Exhibit D - Automatic Fire Sprinkler Systems

Introduction: Automatic sprinkler systems are designed to detect fire, release water, and suppress fires. Well-maintained sprinkler systems are highly reliable and provide protection of both people and property. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 25 - Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems as a guide for establishing its Scope of Service for inspecting, testing and maintaining automatic sprinkler systems.

Inspection Requirements: The facility owner is required to have the automatic sprinkler system components visually inspected in accordance with NFPA 25. More frequent inspections may be required by the local Authority Having Jurisdiction (AHJ).

Testing/Inspection Requirements: The facility owner is required to have the automatic sprinkler system components tested annually, semiannually, quarterly, or monthly, in accordance with NFPA 25. More frequent testing may be required by the local Authority Having Jurisdiction.

System Details: The testing and inspection service shall be completed on the listed Automatic Fire Sprinkler System with its components at the frequency as indicated below. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 25 and other applicable documents for more detailed information.

Exhibit E - Clean Agent Suppression Systems

Introduction: Clean agent suppression systems are widely used in today's high-tech environments to help limit the damage that can occur from a fire - both costly business interruption and damage to expensive and electronically sensitive equipment. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standard 2001 - Standard on Clean Agent Extinguishing Systems and NFPA Standard 72 - National Fire Alarm Code as a guide for establishing its Scope of Service for inspecting and maintaining clean agent fire suppression systems.

Monthly Inspection Requirements: The facility owner is required to have the clean agent fire suppression system components visually inspected on a monthly basis to assess the suppression system's operational condition.

Semi-Annual Testing Requirements: The facility owner is required to have the clean agent suppression system tested semi-annually (every six months) in accordance with the manufacturer's instructions. More frequent testing may be required by the local authority having jurisdiction.

Clean Agent Fire Suppression System Details: The testing and inspection service shall be completed on the listed Clean Agent Fire Suppression System at the frequency as indicated below. A Detailed Cintas Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 2001, NFPA 72 and other applicable documents for more detailed information. Inspection will be performed in accordance with the requirement of NFPA 2001 and NFPA 72. Any exceptions will be noted.

Exhibit F - Kitchen Hood Fire Suppression Systems

Introduction: Wet chemical fire suppression systems used in commercial cooking operations have an excellent record of helping suppress cooking fires when the systems are properly installed and maintained. Cintas Fire Protection uses the National Fire Protection Association (NFPA) Standards 17A - Wet Chemical Extinguishing Systems and NFPA 96 - Ventilation Control and Fire Protection of Commercial Cooking Operations as a guide for establishing its Scope of Service for inspecting, maintaining, recharging, and hydrostatically testing kitchen fire suppression systems.

General Requirements: Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal devise, or duct of commercial cooking operations shall be protected by fire extinguishing equipment. Examples of cooking equipment that produce grease-laden vapors include, but are not limited to, appliances such as deep-fat fryers, stoves, griddles, broilers, woks, biling skillets, and broiling pans. Fire-extinguishing equipment shall include both automatic fire-extinguishing systems as primary protection and portable fire extinguishers as secondary backup. Newly installed kitchen suppression systems shall comply with the UL 300 fire test standard. In existing systems, when changes are made in the cooking media, positioning, or replacement of the cooking equipment occur, the system owner shall be responsible for ensuring that the fire extinguishing system complies with UL 300. The system owner shall also assure that changes or modifications to the hazard after installation of the fire extinguishing systems shall result in the re-evaluation of the system design by a properly trained and qualified person or company. Portable fire extinguishers shall be installed in kitchen cooking areas in accordance with NFPA 10 and shall be specifically listed for such use (i.e., they require a K Class wet chemical extinguisher).
Required Vendor Ethics Disclosure Statement

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

Company Name: Cintas Corporation #2
Contact Phone: 812-549-5150
Company Contact: Eric Palmer
Contact Email: PalmerE@cintas.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have read, understood and agreed to these requirements.

Authorized Signature: ____________________________

Printed Name: Eric Palmer
Title: Regional Manager
Date: 5/15/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO TRAFFIC DATA INC., D/B/A COUNTINGCARS.COM
TO FURNISH AND DELIVER
ONE (1) TRAFFIC COUNT VIDEO CAMERA SYSTEM
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $36,500.00)

WHEREAS, requests for proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible offer has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Traffic Data Inc., d/b/a CountingCars.com to furnish and deliver one (1) traffic count video camera system for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) traffic count video camera system for the Division of Transportation, is hereby approved for issuance to Traffic Data Inc., d/b/a CountingCars.com, 1 SE Main Street, Suite 204, Minneapolis, Minnesota 55414, for a contract total not to exceed $36,500.00; per most qualified offer per Proposal 18-064-LG.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<tr>
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<td>JUNE 5, 2018 THROUGH MAY 31, 2019</td>
<td>$36,500.00</td>
<td>TRANSPORTATION COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

- Eva Hitchcock: Completed 05/14/2018 7:41 AM
- Christopher Snyder: Completed 05/14/2018 8:42 AM
- Kathy Ostrowski: Completed 05/14/2018 11:58 AM
- Donald Carlsen: Completed 05/14/2018 12:24 PM
- Wendi Wagner: Completed 05/14/2018 3:31 PM
- James McGuire: Completed 05/22/2018 2:21 PM
- Paul Rafac: Completed 05/25/2018 10:01 AM
- Tom Cuculich: Completed 05/29/2018 9:35 AM
- Kathy Ostrowski: Completed 05/30/2018 12:48 PM
- Transportation Committee: Completed 06/05/2018 10:00 AM
- Finance Committee: Pending 06/12/2018 8:00 AM
- Technology Committee: Pending 06/12/2018 9:00 AM
- County Board: Pending 06/12/2018 10:00 AM
### Purchase Requisition

**Procurement Services Division**

#### Send Purchase Order To:
- **Vendor:** Traffic Data Inc. D/B/A CountingCars.com
- **Attn:** Robert Anklam
- **Address:** 1 SE Main St. #204
- **City:** Minneapolis
- **Phone:** 888-888-0637

#### Send Payments To:
- **Vendor:** Traffic Data Inc. D/B/A CountingCars.com
- **Attn:**
- **Address:** 1 SE Main St. #204
- **City:** Minneapolis
- **Phone:** 888-888-0637

#### Send Invoices To:
- **Dept:** Division of Transportation
- **Division:** Fleet Maintenance
- **Attn:** Kathy Curcio
- **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6892
- **Fax:**

#### Ship To:
- **Dept:** Division of Transportation
- **Division:** Admin/Engineering
- **Attn:** Bill Eldson
- **Email:** william.eldson@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6890
- **Fax:**

#### Contract Information:
- **PO 20 Delivery Date:**
- **Requisitioner:** Contract Administrator
- **Contract Start Date:** Jun 12, 2018
- **Contract End Date:** Jun 11, 2019

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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<td>VIDEO CAMERA SYSTEM FOR TRAFFIC COUNTS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>52000</td>
<td></td>
<td>36,500.00</td>
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**Requisition Total:** $36,500.00

---

**Header Comments:**

This contract purchase order is to furnish and deliver a video camera system for traffic counts for the period June 12, 2018 through June 11, 2019 per most qualified offer on Proposal RFP 18-064-LG.

Vendor will ship initial order as outlined in Proposal: Eight (8) each video camera system (incl. camera, external battery pack, charger, mounting and security hardware), two (2) counting board systems and one (1) counting board software. Additional items as priced, will be ordered on an "as needed" basis.

**Special Instructions/Comments to Buyer or Approver:**

Send completed approved PO to Robert Anklam

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**User Department Internal Notes:**

- **FY2018 1500 3500 52000 $25,000**
- **FY2019 1500 3500 52000 $11,500**

- DT-P-0161-18
  - Transportation 06/05/18
  - County Board 06/12/18

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Rev 1.4

Packet Pg. 69
Procurement Review Checklist

Vendor: Traffic Data Inc. D/B/A Counting Cars. Com
Contract Total: $36,500.00
Vendor #: 28906
Dept: Division of Transportation
Contact: William Eidson
Phone: 630-407-6890
Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background:
To furnish and deliver a Video Camera System for Traffic Counts for a contract total not to exceed $36,500.00.

Reason for Procurement:
The video camera system is for conducting traffic counts, including turning movement counts at signalized and unsignalized intersections and daily traffic counts on arterial roadways.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500 3500 S2000
- Budget Transfer (Date) ____________ Add'l Information

DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # __________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-064-LG __________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # __________

PREPARED BY AND APPROVAL(S) (Initials Only)
DG, CPPB
Prepared By: ______________________ Date: May 11, 2018
Recommended for Approval: ______________________ Date: __________
IT Approval, if required: ______________________ Date: __________

REVIEWED BY (Initials Only)
Buyer: ______________________ Date: 5-21-18
Procurement Officer: ______________________ Date: 5-22-18
Chief Financial Officer: ______________________ Date: 5-25-18
Chairman's Office: ______________________ Date: 5-29-18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 70
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.

Requesting Department: Division of Transportation
Contact Email: William.Eidson@dupageco.org
Vendor Name: Traffic Data Inc. D/B/A CountingCars.com

Department Contact: William Eidson
Contact Phone: 630-407-6890
Vendor #:

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

Requesting approval of a contract to purchase a Video Camera System for traffic counts, for a contract total not to exceed $36,500.00.

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

This equipment will be used to conduct traffic counts along DuPage County Right of Ways. Traffic counts are used to identify which roads/routes are used the most and to either improve roads or provide alternatives in excessive traffic areas. The initial purchase will be $17,274.00 for eight camera systems, peripheral hardware, and the processing software. Supplemental purchases will be made for individual components based on departmental needs at the unit prices locked-in through the RFP for the one year contract period.

Strategic Impact

Quality of Life
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

Monitoring road usage, provides data to improve roads and provide alternatives in excessive traffic areas.

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

Request for Proposal RFP 18-064-LG was issued and 2 responses were submitted. Traffic Data Inc. D/B/A Counting Cars.com was determined to be the most Qualified Offeror. See attached criteria tabulation. The evaluation was based on the equipment, support, and price provided by the vendors.

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

Staff recommends award of a contract to purchase a Video Camera System for traffic counts to Traffic Data D/B/A Counting Cars.com There are a limited number of vendors that provide the technology requested, therefore, if a rebid is conducted the results would be the same.

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.

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<th>Quantity</th>
<th>Cost</th>
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<tr>
<td>FY2019</td>
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<td>$11,500</td>
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### Criteria Score Sheet

**RFP 18-064-LG**

4/6/2018, 1:30 P.M.

**Video Camera System for Traffic Counts**

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<tr>
<th></th>
<th>Counting Cars</th>
<th>Miovision</th>
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<tbody>
<tr>
<td>Points Total</td>
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</table>

(40%) Price

<table>
<thead>
<tr>
<th></th>
<th>Counting Cars</th>
<th>Miovision</th>
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<tbody>
<tr>
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<td>Total documents requested</td>
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<tr>
<td>Total submittals received</td>
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</table>
## Required Vendor Ethics Disclosure Statement

**Company Name:** CountingCars.com  
**Contact Person:** Robert Anzalone  
**Contact Phone:** 612-986-4759  
**Contact Email:** countklam@countingcars.com  

### Date: 3/28/18

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

1. Every contractor, vendor, or sub-contractor that is awarded or has previously awarded contracts, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of at least $50,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, vendor, or sub-contractor within the current and previous calendar year to any incumbent county board member, county board chairperson, or countywide elected official whose office the contract to be awarded will benefit. The contractor, vendor or sub-contractor 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.

### Check Here - If No Contributions Have Been Made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Amount/Merchandise</th>
<th>Date</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are pending 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 or vendor and shall update such disclosure with any changes that may occur.

### Check Here - If No Contacts Have Been Made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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 the 90 days of change, or prior to contract award, whichever is sooner
- 30 days prior to the renewal or termination 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.com/2555/Ethics-Procurement-Policies-and-Ordinances](http://www.dupagecounty.com/2555/Ethics-Procurement-Policies-and-Ordinances)

I hereby acknowledge

**Authorized Signature:**

**Printed Name:** Robert Anzalone  
**Legal Name:** CountingCars.com  
**Date:** 3/28/18

Attach additional sheets if necessary. Sign each sheet and number each page.

---

Packet Pg. 73

Attachment: CountingCars.com - Ethics (DT-P-0161-18 : Traffic Data Inc., d/b/a CountingCars.com)
AWARDING RESOLUTION ISSUED TO FASTENAL COMPANY FOR MISCELLANEOUS MAINTENANCE, REPAIR AND OPERATION PARTS AND SUPPLIES AS NEEDED FOR VARIOUS COUNTY FACILITIES (CONTRACT TOTAL NOT TO EXCEED $92,500.00)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with Fastenal Company; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Fastenal Company, for miscellaneous maintenance, repair and operation parts and supplies as-needed for Public Works, Facilities Management, and Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract for the issuance of a contract to Fastenal Company, for miscellaneous maintenance, repair and operation parts and supplies as-needed for Public Works, Facilities Management, and Division of Transportation, be, and is hereby approved for issuance of a contract purchase order to Fastenal Company, 2001 Theurer Blvd., Winona, MN 55987, for a contract total not to exceed $92,500.00, per NASPO (WSCA)(#8497) cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2 “Governmental Joint Purchasing Act”.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
Requisition 25k and over
PW-P-0166-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>May 23, 2018</td>
<td>$92,500</td>
<td>JULY 1, 2018 THROUGH JUNE 30, 2019</td>
<td>PUBLIC WORKS</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required  Per Cooperative Agreement

- Angela Bendinelli  Completed  05/23/2018 10:12 AM
- Nick Kottmeyer    Completed  05/23/2018 1:11 PM
- Laura Grobe       Completed  05/23/2018 2:16 PM
- Tim Harbaugh      Completed  05/23/2018 2:25 PM
- Eva Hitchcock     Completed  05/24/2018 9:22 AM
- Christopher Snyder Completed  05/24/2018 1:19 PM
- Kathy Ostrowski   Completed  05/24/2018 2:04 PM
- James McGuire     Completed  05/24/2018 3:13 PM
- Paul Rafac        Completed  05/25/2018 10:30 AM
- Tom Cuculich      Completed  05/29/2018 9:32 AM
- Kathy Ostrowski   Completed  05/30/2018 2:49 PM
- Public Works Committee Completed  06/05/2018 9:15 AM
- Transportation Committee Completed  06/05/2018 10:00 AM
- Finance Committee  Pending  06/12/2018 8:00 AM
- County Board      Pending  06/12/2018 10:00 AM
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Fastenal Company</th>
<th>Vendor #:</th>
<th>11779</th>
<th>Contract:</th>
<th>July 1, 2018 through June 30, 2019</th>
<th>Contract Total:</th>
<th>$92,500.00</th>
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</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Public Works, Facilities Management &amp; Dept. of Transportation</td>
<td>Contact:</td>
<td>Sean Reese</td>
<td>Phone:</td>
<td>630-985-7400</td>
<td>Assigned Committee:</td>
<td>Public Works</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Recommendation for the approval of a contract purchase order to furnish and deliver miscellaneous maintenance, repair and operations parts and supplies as needed for County facilities for a total contract amount not to exceed $92,500 ($50,000 Public Works, $7,500 for Facilities Management & $35,000 for Dept. of Transportation).

**FUNDING SOURCE**
- [x] Procurement budgeted for (FY and budget code(s)): Various - See Requisition
- [ ] Budget Transfer (Date) ________________ Add'l Information ________________

**DECISION MEMO NOT REQUIRED**
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ________________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [x] Per Coop (DPC4-107) select one below
  - [ ] WSCA/NASPO # 8497
  - [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
  - [ ] RENEWAL OF RFP # ________________
  - [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
  - [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
  - [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
  - [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tr>
<td>[N]</td>
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<td>[O]</td>
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**REVIEWED BY (Initials Only)**

<table>
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<tr>
<th>Buyer</th>
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<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td>[V]</td>
<td>5/24/18</td>
<td>[S]</td>
<td>5-29-18</td>
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</table>

<table>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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<tbody>
<tr>
<td>[C]</td>
<td>5-25-18</td>
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<td>5-29-18</td>
</tr>
</tbody>
</table>

Packet Pg. 76
Date: May 21, 2018

Date: May 21, 2018

Minutetraq (Iqm2) ID #: 12768

Department Requisition #: 18213041

Requesting Department: Public Works

Department Contact: Sean Reese

Contact Email: Sean.Reese@dupageco.org

Contact Phone: 630-985-7400

Vendor Name: Fastenal Company

Vendor #: Fastenal Decision Memo (PW-P-0166-18: PW Fastenal Company)

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

Recommendation for the approval of a contract purchase order to furnish and deliver miscellaneous maintenance, repair & operations parts and supplies as needed for County facilities, for a total contract amount not to exceed $92,500 ($50,000 Public Works, $7,500 for Facilities Management & $35,000 for Dept. of Transportation).

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

In order to be cost effective and efficient, County staff performs repairs, routine maintenance work and specific projects throughout the County facilities. Fastenal Company holds NASPO Contract #8497 which allows the County to purchase miscellaneous maintenance, repair and operations parts and supplies at significantly discounted prices. Having the option to purchase through a cooperative purchasing agreement gives the County the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects.

**Strategic Impact**

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

Repair and routine maintenance is necessary to ensure the infrastructure of the County buildings and to ensure that facilities are reliable for proper operation as to not impact he life, health and safety of the employees and the public that frequent them.

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

Fastenal holds the NASPO Agreement #8497 which allows the County to purchase miscellaneous maintenance, repair and operations parts and supplies at significantly discounted prices. Fastenal offers no-minimum order requirements, free same day shipping, with access to more than one million items and over 4,000 supplies.

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

1. Staff recommends securing a contract to purchase items with Fastenal through the NASPO contract. RECOMMENDED due to having the option to purchase items through a cooperative purchasing agreement gives County staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on an critical projects that may arise.
2. Send items out to quote or bid. NOT RECOMMENDED due to the vast quantity of small value items that would need to be quoted or bid.

**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 for this contract by Public Works, Facilities Management and Division of Transportation.
<table>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<td>Contract purchase order to furnish and deliver miscellaneous maintenance, repair &amp; operation parts and supplies as needed from 7/1/18 through 6/30/19 per the NASPO Agreement #8497</td>
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**Requisition Total**: $92,500

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will **NOT** appear on the Purchase Order):

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 

Date: 05/14/2018

Company Name: FASTENAL COMPANY Contact Phone: 309-241-8349
Company Contact: CODY COMSTOCK Contact Email: ccomstoc@fastenal.com

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

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

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.

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner, 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name

Title

Date

SIGNATURE ON FILE

TERRY OWEN

EXECUTIVE VICE PRESIDENT

05/14/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO COM ED
FOR ELECTRIC UTILITY DISTRIBUTION SERVICES
FOR THE CONNECTED COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $2,455,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to ComEd, for electric utility distribution services, for the connected County facilities, for the three-year period April 1, 2018 through March 31, 2021, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for electric utility distribution services, for the connected County facilities, for the three-year period April 1, 2018 through March 31, 2021, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, ComEd, PO Box 6111, Carol Stream, IL 60197, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $138,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Public Utility

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
<table>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>APRIL 1, 2018 THROUGH MARCH 31, 2021</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  
Public Utility

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<th>Status</th>
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<tr>
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<td>06/12/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** ComEd  
**Vendor #:** 10023  
**Contract Term:** 4/1/18 - 3/31/21  
**Contract Total:** $2,455,000.00

**Dept:** Facilities Management  
**Contact:** Laura Grobe  
**Phone:** 407-5665  
**Assigned Committee:** PW, DOT, HHS 6/5/18

---

**Description of Procurement/Scope of Work/Background:**
Recommendation for the approval of a contract purchase order to ComEd, for electric utility distribution services for the connected County facilities, for Facilities Management, for the three-year period April 1, 2018 through March 31, 2021, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $138,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility

---

**Reason for Procurement:** Electric utility services are required to maintain the operations of the County Facilities.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): See Requisition
- ___ Budget Transfer (Date) Add’l Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [x] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:
  - Public Utility

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL, RFP # __________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>May 17, 2018</th>
<th>Recommended for Approval</th>
<th>5/10/18</th>
<th>IT Approval, if required</th>
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**REVIEWED BY (Initials Only)**

<table>
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<th>Procurement Officer</th>
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**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

**Packet Pg. 83**

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**Attachment:** ComEd - Checklist (FM-P-0164-18 : ComEd - Connected Facilities)
**Purchase Requisition**

**Procurement Services Division**

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<tr>
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<tr>
<td><strong>Vendor #:</strong> 10023</td>
<td><strong>Division:</strong></td>
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<tr>
<td><strong>Attn:</strong></td>
<td><strong>Email:</strong> <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 2100 Swift Road</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Fax:</strong> 630-407-5700</td>
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**MinuteTraq (IQM2) ID #:** 12739

**Department Req #:**

**RFP, Bid or Quote #:**

**Send Payments To:**

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<td><strong>Attn:</strong> Tim Harbaugh</td>
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<tr>
<td><strong>Email:</strong> <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
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**Requisition Total:** $2,455,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Electric utility distribution services for the connected County facilities, for the three year period 4/1/18 through 3/31/21.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

PW, DOT, HHS, AS, 6/5/18, ETSB 6/12/18, CB 6/12/18
WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the County of Cook (hereinafter referred to as PARTIES) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY, by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ICLS 5/1-101 et seq.), and the County of Cook by virtue of its power are authorized to enter into agreements; and

WHEREAS, the Illinois State Toll Highway Authority is the lead agency for plans to reconstruct, widen, and make interchange improvements to the Central Tri-State Tollway known as I-294 from 95th Street north to Balmoral Avenue (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY has entered into an engineering agreement for professional services for a travel demand assessment to evaluate traffic impacts and accessibility improvements/opportunities within the proximity of the PROJECT in the amount of $357,029.00 (hereinafter referred to as STUDY); and

WHEREAS, the PARTIES desire to enter into an agreement to share equally in the STUDY costs of the PROJECT; and

WHEREAS, the COUNTY has prepared the attached Intergovernmental Agreement (hereinafter referred to as IGA) with the County of Cook for the STUDY.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached IGA; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution and one (1) executed duplicate original IGA to the County of Cook, by and through the Division of Transportation.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF DU PAGE
AND
THE COUNTY OF COOK
I-294 CORRIDOR TRAVEL DEMAND ASSESSMENT
DU PAGE COUNTY SECTION NO. 17-TDAP0-00-EG

This Intergovernmental Agreement (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of __________, 2018, by and between the COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois (hereinafter referred to as “DU PAGE”) and the COUNTY OF COOK, a body corporate and politic of the State of Illinois (hereinafter referred to as “COOK”); individually referred to as “PARTY” and collectively referred to as “PARTIES.”

WITNESSETH

WHEREAS, the Illinois State Toll Highway Authority, in order to facilitate the free flow of traffic and ensure safety to the motoring public, plans to reconstruct, widen, and make interchange improvements to the Central Tri-State Tollway known as I-294 from 95th Street north to Balmoral Avenue (hereinafter referred to as the “PROJECT”); and

WHEREAS, DU PAGE has entered into an engineering agreement for professional services for a travel demand assessment to identify and evaluate potential access improvements to I-294 and the effects on the local highway network from IL-38 (Roosevelt Road) on the north, I-55 on the south, Cass Avenue on the west, and 25th Avenue/East Avenue on the east, in an amount not to exceed $357,029.00 (hereinafter referred to as the “STUDY”); and

WHEREAS, the PARTIES desire to enter into an agreement to share in the STUDY costs of the PROJECT; and

WHEREAS, the DU PAGE and COOK by virtue of their powers as set forth in the Counties Code, 55 ILCS 5/1-1001 et seq., are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative AGREEMENT is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq.
NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. INCORPORATION

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

B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

II. PROFESSIONAL ENGINEERING STUDY

A. DU PAGE is the lead agency for the STUDY as hereinabove referenced. The PARTIES agree to each pay 50% of the final cost of said STUDY for the PROJECT. Each PARTY's share is not to exceed $178,514.50 unless the PARTIES agree otherwise in a writing signed by both PARTIES.

B. COOK agrees to reimburse DU PAGE its share of said STUDY costs as hereinafter set forth including any supplements to said STUDY costs as agreed to in writing between the PARTIES.

C. DU PAGE agrees to coordinate closely with COOK during said STUDY and share information as said STUDY progresses.

D. DU PAGE shall submit STUDY deliverables to COOK for review.

E. COOK shall review the STUDY deliverables in a timely manner.

F. DU PAGE shall include COOK Section Number: 18-61294-00-ES on all STUDY related correspondence, plans, invoices and documents.
III. FINANCIAL-ENGINEERING STUDY

A. COOK agrees to reimburse DU PAGE 50% of its share of said STUDY costs in the amount of $89,257.25 upon execution of this AGREEMENT. In order to receive reimbursement from COOK, DU PAGE must provide COOK with the following: (1) a cover letter addressed to the Bureau Chief of Project Development; and (2) an invoice requesting payment, which includes the name of the STUDY and its associated section number.

B. COOK agrees to reimburse DU PAGE the balance of its share of the final cost of said STUDY, including approved supplements, upon completion of said STUDY. In order to receive reimbursement from COOK, DU PAGE must provide COOK with the following: (1) a cover letter addressed to the Bureau Chief of Project Development; (2) an invoice requesting payment, which includes the name of the STUDY and its associated section number; (3) a copy of the cancelled check(s) paid to the consultant (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant confirming payment was received for the service(s) rendered; and (4) a copy of the associated invoice(s) submitted by the consultant for the service(s) rendered.

C. COOK agrees to reimburse DU PAGE within ninety (90) days of properly documented invoice(s) for said STUDY costs.

IV. GENERAL PROVISIONS

A. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

V. LIABILITY

A. No official, officer, employee, attorney, agent or assign of either PARTY, shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. DUPAGE assumes no liability
for the actions of COOK and their officials, officers, employees, attorneys or agents under this AGREEMENT. COOK assumes no liability for the actions DUPAGE and its officials, officers, employees, attorneys or agents under this AGREEMENT. Each PARTY agrees to be solely responsible for liability, suits, losses, judgments, damages, or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this Agreement. This AGREEMENT shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each PARTY shall bear the cost of its own defense.

VI. ENTIRE AGREEMENT

A. This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the STUDY, and supersedes all previous communications or understandings whether oral or written.

VII. NOTICES

A. Any notice required hereunder shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the PARTY’S address or sent by confirmed facsimile. The address of each PARTY is as specified below; either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

COOK COUNTY:

Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602-1369
ATTN: John Yonan, P.E., Superintendent
Phone: 312.603.1601
Facsimile: 312.603.9945
DU PAGE COUNTY:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL  60187
ATTN:  Christopher C. Snyder, P.E.
       Director of Transportation/County Engineer
Phone:  630.407.6900
Facsimile:  630.407.6901

VIII. AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

IX. NON-ASSIGNMENT

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

X. AUTHORITY TO EXECUTE/RELATIONSHIP

A. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

B. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

XI. GOVERNING LAW

A. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

B. The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.
XII. SEVERABILITY

A. 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.

XIII. FORCE MAJEURE

A. 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 and natural disasters.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
IN WITNESS WHEREOF, the County of Cook and the County of DuPage, have caused this AGREEMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY OF COOK, ILLINOIS

Signature on File

Toni Preckwinkle
President
Cook County Board of Commissioners

This 25th day of April A.D. 2018.

ATTEST: County Clerk (SEAL)

RECOMMENDED BY: APPROVED AS TO FORM:

Signature on File

Signature on File

John Yorah, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

EXECUTED BY COUNTY OF DUPAGE, ILLINOIS

By: Daniel J. Cronin, Chairman
DuPage County Board

This ___ day of ________________ A.D. 2018.

ATTEST:

Paul Hinds
County Clerk

Packet Pg. 93
Resolution

DT-R-0204-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF WESTMONT FOR
CH 15/CASS AVENUE IMPROVEMENTS
FROM THE NORTH INTERSECTION OF 35TH STREET TO INDIAN TRAIL ROAD
(NO COUNTY COST)

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

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

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

WHEREAS, the VILLAGE has prepared corridor beautification plans for its 35th Street and Cass Avenue Gateway project from the north intersection of 35th Street to Indian Trail Road (hereinafter referred to as the PROJECT); and

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to establish the parties’ mutual PROJECT, cost and future maintenance responsibilities with respect to the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines PROJECT, cost and future maintenance responsibilities related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the VILLAGE; and

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
### Resolution

**DT-R-0204-18**

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INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF WESTMONT  
FOR  
CH 15/CASS AVENUE IMPROVEMENTS  
(FROM THE NORTH INTERSECTION OF 35TH STREET  
TO INDIAN TRAIL ROAD)  
MEDIAN AND RIGHT-OF-WAY MAINTENANCE

This Intergovernmental Agreement (hereinafter referred to as “AGREEMENT”) is entered into this ___ day of __________, 2018, between the County of DuPage (hereinafter referred to as the “COUNTY”), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Westmont (hereinafter referred to as the “VILLAGE”), a municipal corporation with offices at 31 W. Quincy Street, Westmont, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the VILLAGE has prepared corridor beautification plans for its 35th Street and Cass Avenue Gateway project from the north intersection of 35th Street to Indian Trail Road including installation of a raised median, electrical outlets and cables in conduit, trees, plantings, monument signage, and drip irrigation (hereinafter referred to as the “PROJECT”); and

WHEREAS, CH 15/Cass Avenue within the PROJECT limits is under the COUNTY’s jurisdiction; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties’ mutual future maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and
WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

1.0 INCORPORATION.

1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

2.1. The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.

2.2. The PROJECT includes median and right-of-way (both sides) improvements on CH 15/Cass Avenue from the north intersection of 35th Street to Indian Trail Road including installation of a raised median, electrical outlets and cables in conduit, trees, plantings, monument signage, and drip irrigation.

3.0 RESPONSIBILITIES OF THE VILLAGE

3.1. The VILLAGE shall act as the lead agency and be responsible for completing all preliminary and design engineering, awarding of contract(s), utility coordination, construction engineering and construction for the PROJECT. The VILLAGE shall be responsible for securing/paying for all PROJECT costs.
3.2. Both the COUNTY and VILLAGE agree that the VILLAGE shall manage the individual contract(s) for the construction of the PROJECT. However, the VILLAGE agrees to obtain the prior written approval of the COUNTY, through its named representative per paragraph 8.4 hereinafter, for the individual contract(s) for the PROJECT. The VILLAGE shall keep the COUNTY advised of the progress of the individual contract(s) for the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The parties agree that this AGREEMENT shall serve in lieu of a separate DuPage County Division of Transportation permit for the median and right-of-way (both sides) improvements on CH 15/Cass Avenue as referenced on Exhibits A, A-1, A-2 and A-3 attached hereto and made a part hereof as a part of the PROJECT.

5.0 MAINTENANCE

5.1. Upon completion of the PROJECT, the VILLAGE shall be responsible for future maintenance of the PROJECT. Maintenance responsibilities for the median and right-of-way (both sides) improvements referenced on Exhibits A, A-1, A-2 and A-3 shall include, but are not limited to, maintenance of the drip based irrigation system to avoid overspray onto the roadway surface as approved by the County Engineer or his designee, non-traffic control signs, electrical outlets and cables in conduit, routine day-to-day maintenance to include trimming/pruning of trees, flowers and shrubs, mowing, debris (garbage) removal, graffiti removal and weed and invasive species control. Any changes to future maintenance of the median and right-of-way (both sides) improvements as referenced on Exhibits A, A-1, A-2 and A-3 must be amended pursuant to Section 11.0 hereinafter. The parties agree that no claim based upon any purported oral change shall be made.

5.2. In addition to the maintenance responsibilities referenced hereinabove and/or referenced on Exhibits
A, A-1, A-2 and A-3 the VILLAGE shall at all times maintain the median and right-of-way (both sides) improvements limited to mowing, parkway tree maintenance, and the PROJECT in good, clean, safe and healthy conditions with the advice and consent of the COUNTY.

6.0 INSURANCE REQUIREMENTS

6.1 At all times during the period of this AGREEMENT, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

(a) **Worker's Compensation Insurance** in the statutory amounts.

(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.

(c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement
expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the AGREEMENT. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE’s benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this AGREEMENT pursuant to the terms in Paragraph 6 herein.”

(g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and 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 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 VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE 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 affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the VILLAGE 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 required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this AGREEMENT. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this AGREEMENT, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to the VILLAGE’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The VILLAGE’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE’s performance under this AGREEMENT. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.”

(j) If the VILLAGE will be using their own forces for the work covered in this AGREEMENT, the VILLAGE
shall inform the COUNTY in writing following execution of this AGREEMENT. If, however, the VILLAGE will be hiring a contractor for the work covered in this AGREEMENT, the VILLAGE shall inform the COUNTY in writing following execution of this AGREEMENT and shall provide a copy of said contract to the COUNTY upon request.

7.0 INDEMNIFICATION

7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY’S or any successor’s or assign’s authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY’S or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and
agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove VILLAGE’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law."

7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’S indemnification shall survive the completion of the PROJECT and the VILLAGE’S maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 GENERAL

8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address median improvements on CH 15/Cass Avenue and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.
8.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

8.3 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the Village Manager shall meet and resolve the issue.

8.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

8.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

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

10.0 NOTICES

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

Village of Westmont
31 W. Quincy Street
Westmont, IL 60559
ATTN: Steve May, Village Manager
Phone: 630.981.6200
Facsimile: 630.560.4885
Email: smay@westmont.il.gov

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
        Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.snyder@dupageco.org

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

12.0 NON-ASSIGNMENT

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

13.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

14.0 GOVERNING LAW

14.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

15.0 SEVERABILITY

15.1. 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.

16.0 FORCE MAJEURE

16.1. 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.
IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds
County Clerk

VILLAGE OF WESTMONT

Signature on File

Ron Gunter, Mayor

ATTEST:

Signature on File

Virginia Szymski
Village Clerk
Attach Exhibits A, A-1, A-2 and A-3
Exhibit A
Westmont Landscaping
Conceptual Plans

North Median Shown in Exh. A-1 & A-2

South Median Shown in Exhibit A-3

Attachment: Agreement (DT-R-0204-18 : Village of Westmont)
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders  

---  
Purchase Order #: 3228-0001 SERV  
Original Purchase Order Date: Apr 1, 2018  
Change Order #: 1  
Department: Facilities Management  
Vendor Name: MP2 Energy NE  
Vendor #: 28847  
Dept Contact: Laura Grobe  

Background and/or Reason for Change Order Request: Change order to decrease line 1 1000-1100-53210 by $1,705,948.81, line 2 1100-1300-53210 by $8,517.66, line 3 1200-2045-53210 by $428,130.83, line 4 1500-3150-53210 by $70,837.54, line 5 4000-5820-53210 by $2,874.52, (as informational: decrease the Health Department by $138,690.64 and DU-COMM by $100,000); to allow for electric utility distribution services to be billed directly to DuPage County by ComEd. 

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 | $12,626,410.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $12,626,410.00 |
| D | Amount of this Change Order  | Increase  | Decrease  | ($2,455,000.00) |
| E | New contract amount (C + D) | $10,171,410.00 |
| F | Percent of current contract value this Change Order represents (D / C) | -19.44% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -19.44% |

---  
DECISION MEMO NOT REQUIRED  

☐ Cancel entire order  
☐ Close Contract  
☐ Contract Extension (29 days)  
☐ Consent Only  
☐ Change budget code from:  
☐ Increase/Decrease quantity from:  
☐ Price shows:  
☐ 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:  
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
☐ Funding Source  
☐ OTHER - explain below:  

---  
LG  
5665  
May 17, 2018  
Recommended for Approval (Initials)  
Date  

REVIEWED BY (Initials Only)  

Buyer  
Date  
Procurement Officer  
Date  

Chief Financial Officer  
(Date Decision Memos Over $25,000)  
Date  
Chairman's Office  
(Date Decision Memos Over $25,000)  
Date  

---  
6.K.A  
Packet Pg. 113
WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-R-0601-16 on September 13, 2016 and DT-R-0601A-16 on May 8, 2016; and

WHEREAS, Resolution DT-R-0601A-16 incorrectly referenced the County Section Number; and

WHEREAS, Resolution DT-R-0601A-16 should have reflected a County Section Number of 16-SDWLK-02-SW; and

WHEREAS, an amendment of the stated language is in the best interest of the COUNTY and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that Resolution DT-R-0601A-16 is hereby amended to reflect County Section Number 16-SDWLK-02-SW.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT:
APPROVED [UNANIMOUS]

MOVER:
James Healy, Vice Chair

SECONDER:
Sean T Noonan, District 2

AYES:
Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
LOCAL ROADS AND STREETS
Motor Fuel Tax – Documentation Review
County of DuPage
DuPage County

April 10, 2018

Mr. Paul Hinds
County Clerk
DuPage County
421 North County Farm Road
Wheaton, IL 60187-2553

Dear Mr. Hinds:

Enclosed is a copy of Documentation Review No. 82 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the County for the period beginning January 1, 2017 and ending December 31, 2017.

This report should be presented to the County Executive and County Board of Trustees at the first regular meeting after receipt of this letter, and filed as a permanent record.

If you have any questions or need additional information, please contact Marlin D. Solomon, Field Engineer, at (847) 705-4407 or via email at marlin.solomon@illinois.gov.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

Signature on File

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Gwen Henry, County Treasurer w/encl.
<table>
<thead>
<tr>
<th>Compliance Review for:</th>
<th>Documentation Review Year(s): 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Fuel Tax</td>
<td></td>
</tr>
<tr>
<td>Township Bridge</td>
<td></td>
</tr>
<tr>
<td>Special Assessment</td>
<td>Documentation Review Number: 82</td>
</tr>
<tr>
<td>G.O. Bond Issue</td>
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</tr>
<tr>
<td>MFT Fund Bond Issue</td>
<td>Date: March 27, 2018</td>
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</tbody>
</table>
COUNTY OF DUPAGE COUNTY

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of DUPAGE COUNTY for the period beginning Jan. 1, 2017 and ending Dec. 31, 2017, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the compliance review findings.

Date: APR 1 7 2018

Reviewed and Approved By

Signature on File

District Local Roads and Streets Engineer

Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)
COUNTY OF DUPAGE COUNTY


Purpose of Compliance Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2017

The other receipts to the Motor Fuel Tax Fund were $1,564,681.60 received as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Interest 2017</td>
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<tr>
<td>01-00245-04-CH Reimbursement</td>
<td>63,726.81</td>
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<tr>
<td>11-DCCSS-00-TL Reimbursement</td>
<td>20,329.19</td>
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<td>11-00210-04-CH Reimbursement</td>
<td>9,331.33</td>
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<td>12-00220-03-BR Reimbursement</td>
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<td>14-00275-05-RS Reimbursement</td>
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<td>15-00199-00-BR Reimbursement</td>
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<td>15-00233-07-LT Reimbursement</td>
<td>19,185.73</td>
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<tr>
<td>17-00315-03-CH Reimbursement</td>
<td>561,143.20</td>
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</table>

Total received: $1,564,681.60

Signature on File

Packet Pg. 118
Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)
### Fund Balance and Bank Reconciliation

**Documentation Review Period Jan. 1, 2017 - Dec. 31, 2017**

**Date:** March 27, 2018

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>Unobligated</th>
<th>Obligated</th>
<th>Total</th>
<th>Outstanding Warrants</th>
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<tbody>
<tr>
<td>Balance Previous Compliance Review</td>
<td>8,362,863.53</td>
<td>12,898,871.53</td>
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<td>Allotments</td>
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<td>Total MFT Funds</td>
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<tr>
<td>Total</td>
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<td>46,259,610.27</td>
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<td>Surplus (Credits)</td>
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<td>(17,186,404.10)</td>
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<tr>
<td>Unexpended Balance</td>
<td>9,158,791.48</td>
<td>6,796,192.42</td>
<td>15,954,983.90</td>
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#### Bank Reconciliation

- Deduct Outstanding Warrants: 0.00
- Add Outstanding investments: 0.00
- Subtraction's: 0.00
- Net Balance in Account Dec. 31, 2017: 15,954,983.90

Certified Correct: [Signature on File]

Reviewer: [Signature on File]

**Attachment:** #82 (17-18-589 : MFT Documentation Review No. 82)
<table>
<thead>
<tr>
<th>Section</th>
<th>Balance Review</th>
<th>Total Amount Authorized</th>
<th>Adjustments</th>
<th>Other Receipts</th>
<th>Total Funds Available</th>
<th>Total Disbursements</th>
<th>Surplus to Unobligated Balance (Credits)</th>
<th>Unexpended Balance</th>
<th>Prev. Accumulated Disbursements</th>
<th>Total Accumulated Disbursements</th>
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Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)
## Summary of Motor Fuel Tax Fund Transactions
### By Sections and Categories

**COUNTY OF DUPAGE COUNTY**

**Documentation Review Period:** January 1, 2017 - December 31, 2017

**Documentation Review Report No. 82**

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*Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)*
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By Sections and Categories

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Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)
**Summary of Motor Fuel Tax Fund Transactions**  
*By Sections and Categories*

**COUNTY OF DUPAGE COUNTY**  
Documentation Review Period: January 1, 2017 - December 31, 2017  
Documentation Review Report No. 82

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## Summary of Motor Fuel Tax Fund Transactions
### By Sections and Categories

### Century of DUPAGE COUNTY
**Documentation Review Period: January 1, 2017 - December 31, 2017**

### Table: Motor Fuel Tax Fund Transactions

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Attachment: #82 (17-18-589 : MFT Documentation Review No. 82)