1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Donald Puchalski at 10:02 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT

A. Employee Recognition

Kathy Curcio - Anniversary Award - 20 years
Director Snyder presented Kathy Curcio with her 20 year Anniversary Award. He thanked her for her years of dedication and hard work.

5. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Oct 16, 2018 10:00 AM

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

6. CONSENT ITEMS

Motion to combine and approve Agenda Items 6A through 6G.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

A. Consent Item -- CDM Smith, Inc. - 1706 SERV - Contract Extension

B. Consent Item -- Engineering Resource Associates - 316 SERV - Contract Extension

C. Consent Item -- James J. Benes & Associates - 172 SERV - Contract Extension

D. Consent Item -- Knight E/A, Inc. - 565 SERV - Contract Extension

E. Consent Item -- Santacruz Associates - 588 SERV - Contract Extension

F. Consent Item -- WSP USA, Inc. - 2987 SERV - Contract Extension

G. Consent Item -- Omega & Associates, Inc. - 2228 SERV - Decrease/Close

7. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-256 Recommendation for the approval of a contract purchase order to Midwestern Software Solutions, for annual maintenance and support services for the Transportation Database Management System, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $9,350.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids

Chair Puchalski requested a motion contingent upon Finance Department approval.

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

B. 2018-257 Recommendation for the approval of a contract purchase order to Verizon Connect NWF Inc., to provide network fleet service/hardware for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $22,500.00; Contract pursuant to the Intergovernmental Cooperation Act (Government Services Administration)
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

C. DT-P-0275-18 Recommendation for the approval of a contract purchase order to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

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

D. DT-P-0291-18 Recommendation for the approval of a contract purchase order to Visu-Sewer of Illinois, LLC, to provide cure in place pipe lining, for the Division of Transportation, for a total contract amount not to exceed $144,160.00, per lowest responsible bid #18-175-PW.

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

E. DT-P-0292-18 Recommendation for the approval of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019, for a contract total not to exceed $30,000.00. Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

F. DT-P-0293-18 Recommendation for the approval of a contract purchase order to Cellco Partnerships d/b/a Verizon Wireless, for cellular and wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $57,000.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois) Act (State of Illinois)

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

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

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

G. DT-P-0294-18 Recommendation for the approval of a contract purchase order to DLZ Illinois, Inc., to provide Professional Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL, for a contract total not to exceed $409,505.00; 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. (County to be reimbursed up to $336,604.00)

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

Agreements

H. Action Item -- Impact Fee Credit 18-02: Avenida Senior Living, LLC (Naperville, IL)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
I. DT-R-0918-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the City of Warrenville for improvements along CH53/Diehl Road, from Davis Parkway to Winfield Road, Section 16-00263-02-CH, for an estimated County cost of $130,000.00

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

J. DT-R-0919-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE service for the Division of Transportation and Department of Public Works, for an estimated County Cost of $32,296.47 (Division of Transportation - $19,339.71/ Public Works - $12,956.76)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

K. DT-R-0921-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream, for mowing along County roads and rights-of-way, for an estimated County cost of $24,120.00, annually for three years

Discussion held.

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

General Resolution

L. DT-R-0920-18 RESOLUTION -- Delegation of authority for the Director of Transportation/County Engineer to sign certain Illinois Department of Transportation forms

Discussion held.
Amendments/Change Orders

M. DT-CO-0007-18 Amendment to County Contract 2706 SERV, issued to Fence Connection, Inc., to furnish, repair and install fencing, as needed for the Division of Transportation, to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>James Healy, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

Request for Approval

N. Action Item -- Request for Approval of the Long Range Transportation Plan Vision & Goals

John Loper gave a brief summary of the LRTP Vision, Goals, and Objectives.

<table>
<thead>
<tr>
<th>RESULT:</th>
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<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

8. INFORMATIONAL ONLY

Motion was to combine and place on file Agenda Items 8A and 8B. Discussion held.

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<thead>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Tim Elliott, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

A. Informational -- Grant Proposal Notification 052-18: ComEd Energy Efficiency Program – Street Lighting Upgrade - Division of Transportation - $53,454.80
B. Informational -- Grant Proposal Notification 053-18: ComEd Energy Efficiency Program
   – Traffic Signal Upgrade - Division of Transportation - $287,460.00

9. REPORT FROM STATE'S ATTORNEY'S OFFICE

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT

Without objection the meeting was adjourned at 10:13 AM.
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 (10:01 AM), Krajewski, Noonan, Puchalski, Zay
ABSENT: Member Healy arrived at 10:01 AM.

3. PUBLIC COMMENT

Lawrence J. Picardi, Jr., representing Cement Masons Local #502, spoke regarding the 2018 Sidewalk Improvements.

Former County Board Member Dirk Enger, representing Local Union #393, spoke regarding 2018 Sidewalk Improvements and bid process.

Chair Puchalski directed staff to review the comments made and report back to the Committee.

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Oct 2, 2018 10:00 AM

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

5. ACTION ITEMS

Budget Adjustments

The motion was to combine and approve Agenda Items 5A through 5C.
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

A. Budget Transfers -- $1,050,000.00 from 1500-3550-54199 (CAPITAL CONTINGENCY) to 1500-3550-53320 (REPAIR & MTCE ROADS); Additional funds needed for the 2018 Pavement Maintenance (North and South) Programs. Due to favorable bid unit prices, Transportation Committee approved awarding these annual contracts for the Base and Alternate bid amounts due to sufficient available budget.

B. Budget Transfers -- $4,500.00 from 1500-3520-53380 (REPAIR & MTCE AUTO EQUIPMENT) to 1500-3500/3510/3520-53600 (DUES & MEMBERSHIPS); Additional funds needed for Dues & Memberships

C. Budget Transfers -- $100,000.00 from 1500-3520-52250 (AUTO/MACH/EQUIP PARTS) to 1500-1101-52270 (MAINTENANCE SUPPLIES); Additional funds needed for Grounds to maintain County campus

Contracts/Purchase Orders

D. 2018-245 Recommendation for the approval of a contract purchase order to Fulton Corporation, to furnish and deliver replacement mailboxes, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $6,274.50; Per low quote 18-199-DOT

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

E. 2018-246 Recommendation for the approval of a contract purchase order to Wholesale Direct, Inc., to furnish and deliver Automotive Emergency Lighting, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $10,000.00; Per renewal option under bid award 16-188-JM

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
F. DT-P-0261-18 Recommendation for the approval of a contract purchase order to SNI Solutions, Inc., to furnish and deliver deicing solids, as needed for the Division of Transportation, for the period December 1, 2018 through October 31, 2019, for a contract total not to exceed $87,720.00; Per lowest responsible bid 18-190-DOT

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

G. DT-P-0256-18 Recommendation for the approval of a contract purchase order to K Tech Specialty Coatings, Inc., to furnish and deliver deicing liquids, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $63,900.00; Per lowest responsible bid 18-190-DOT

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

H. DT-P-0260-18 Recommendation for the approval of a contract purchase order to Fastenal Company, to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $40,000.00; Per lowest responsible bid 18-197-DOT

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

Agreements

I. Action Item -- Impact Fee Credit Agreement 18-01: Airhart Development, LLC (Stafford Place, Warrenville)
RESULT: APPROVED [UNANIMOUS]  
MOVER: James Zay, District 6  
SECONDER: James Healy, Vice Chair  
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

J. DT-R-0903-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Woodridge for the lease of Salt Dome Storage located at 7900 South Illinois Route 53 within the Village of Woodridge (No County cost)

Discussion held.

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

K. DT-R-0906-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH, for an estimated County cost of $2,360,590.00, with an estimated $634,140.00 to be reimbursed by the Village of Downers Grove

RESULT: APPROVED [UNANIMOUS]  
MOVER: James Healy, Vice Chair  
SECONDER: James Zay, District 6  
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Amendments/Change Orders

L. Action Item -- DT-P-0008A-15 – Amendment to Resolution DT-P-0008-15, issued to K-Plus Engineering, LLC, for Professional Design Engineering Services for improvements along CH 23/Gary Avenue, from the Great Western Trail to Army Trail Road, Section 11-00237-11-BT, to extend the contract completion date through November 30, 2019 and to increase the funding in the amount of $30,000.00, resulting in an amended contract total amount of $300,843.40, an increase of 11.08%
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

M. Action Item -- DT-R-0621A-16 – Amendment to Resolution DT-R-0621-16, Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for traffic signal upgrades at Illinois Route 59 and CH 29/Stearns Road, Section 15-00285-00-CH/TL, to increase the funding in the amount of $75,000.00, resulting in an amended contract total of $121,000.00, an increase of 163.04%

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

6. REPORT FROM STATE'S ATTORNEY'S OFFICE

7. OLD BUSINESS

8. NEW BUSINESS
Director Snyder advised the Committee that DOT is on schedule for transition to winter operations (snow plow conversions, salt domes are full, etc).

9. ADJOURNMENT
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1706 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 6</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDM Smith, Inc.</td>
<td>Vendor #: 13295</td>
<td></td>
<td>Dept Contact: Sarah Lobdell</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
- Long Range Transportation Plan, Section 15-LRTP-00-EG
- Extend contract completion date through 11/30/19. Change last invoice date to 11/30/20.

**IN ACCORDANCE WITH 720 IILCS 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**

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<tr>
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<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</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: Nov 30, 2018 to: Nov 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:

**REVIEWED BY (Initials Only)**

- [ ] EMH  
  Prepared By (Initials)  
  Phone Ext  
  Date  
  Recommended for Approval (Initials)  
  Phone Ext  
  Date

- [ ] GM  
  Buyer  
  Date  
  Procurement Officer  
  Date

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

**CONSENT AGENDA**

Packet Pg. 13
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: jloper@dupageco.org

Vendor Name: CDM Smith Inc.

Department Contact: John Loper

Contact Phone: 6900

Vendor #: 13621

Date: Oct 24, 2018

MinuteTraq ID #: 13621

Department Requisition #: 1706 SERV

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

Request approval to extend contract through 11/30/2019.

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

DuPage County is in the process of completing its first Long Range Transportation Plan (LRTP). CDM Smith has been providing the planning services for this plan. The plan is anticipated to be completed in 3rd Quarter 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.

The LRTP will evaluate short, medium and long term goals of the DOT and will develop a series of goals, objectives, and targets for the department to follow over the course of the next 20 years. In addition, the plan will establish a long range capital program and policies based on expected revenue.

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. From Statements of Interest received, a small number of firms were "shortlisted." Each of the firms then submitted a Statement of Qualification. The DOT reviewed each submittal with specific attention to the experience and capabilities of staff assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by CDM Smith Inc. is qualified and has the staff available to perform the work on behalf of the County.

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

1) Approve contract extension as requested
2) Perform work with internal staff
3) Do not approve contract or proceed with project

Staff recommends approval of the contract extension as requested. This project is exceedingly complex and requires a level of effort beyond the present staffing at the DOT. Completion of the project depends on CDM Smith expertise.

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

No change in contract 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>dd</th>
<th>List</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td>Citizens for Dan Cronin</td>
<td>CDM Smith</td>
<td>Monetary Donation</td>
<td>$800.00</td>
<td>Feb 28, 2018</td>
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<td></td>
<td>Pete DIanni for DuPage</td>
<td>CDM Smith</td>
<td>Monetary Donation</td>
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<td>May 24, 2018</td>
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<td>CDM Smith</td>
<td>Monetary Donation</td>
<td>$800.00</td>
<td>Mar 11, 2017</td>
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<td>CDM Smith</td>
<td>Monetary Donation</td>
<td>1,000.00</td>
<td>Jul 27, 2017</td>
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</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.

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

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

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

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

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

Authorized Signature: Karl D. Fry
Printed Name: Karl D. Fry
Title: Principal / Project Portfolio Leader
Date: Oct 24, 2018
# Request for Change Order
## Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 316 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: Engineering Resource Associates</td>
<td>Vendor #: 10903</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
</tbody>
</table>

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

- Improvements along 87th Street at Woodward Avenue, Section 13-00253-01-CH.
- Extend contract completion date through 11/30/19. Change last invoice date to November 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.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$270,806.12</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$270,806.12</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>0.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$270,806.12</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>0.00%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

### DECISION MEMO REQUIRED

- Increase (greater than 29 days)/Decrease contract expiration from: Nov 30, 2018 to: Nov 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:

---

**Prepared By (Initials): EMH** 6900 Phone Ext Sep 28, 2018 Date Recommended for Approval (Initials): 10-5-18

**REVIEWED BY (Initials Only):**

- **Buyer:** 10-26-18 Procurement Officer
- **Chief Financial Officer:** 10-30-18 Chairman's Office

---

**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: Engineering Resource Associates, 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.


**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 Engineering Resource Associates, Inc. to perform design engineering for the 87th Street and Woodward Avenue intersection improvement. Design plans and specifications have progressed to the final plan stage. Right of way negotiations are in process for the 10 parcels needed. Due to final IDOT review comments and the uncertainty of the right of way negotiations, an extension of time is the recommended course of action.

**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 professional design engineering services for the 87th Street and Woodward Avenue project, it will be more cost effective to continue to utilize Engineering Resource Associates, Inc. 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 41 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 Engineering Resource Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2019 with no change in the contract amount is the recommended course of action since Engineering Resource Associates, Inc. has completed the work to date in a satisfactory and timely manner. Other alternatives would be not to extend Engineering Resources's contract and hire another consultant. Engineering Resource Associates, Inc. is in the best position to continue to provide professional design engineering services for this project at the lowest cost to the County.

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

No change in contract total amount.
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: Oct 2, 2018
Bid/Contract/PO #: 87th & Woodward Ave

Company Contact: Jon Green  
Design Engineering  
Contact Phone: 630-393-3060  
Contact Email: jgreen@eraconsultants.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>
<tbody>
<tr>
<td>See attached</td>
<td></td>
<td></td>
<td></td>
<td></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.

- [ ] 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>
<tbody>
<tr>
<td>Brian Dusak</td>
<td>630-393-3060</td>
<td><a href="mailto:bcsusak@eraconsultants.com">bcsusak@eraconsultants.com</a></td>
</tr>
</tbody>
</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

Printed Name: Jon Green
Title: President
Date: 10/3/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens to Elect Jim Zay (Vice Chairman of the DuPage County Board Chair, DuPage Water Commission Chair, Stormwater Management Finance, Transportation, Judicial &amp; Public Safety, Collective Bargaining &amp; Legislative Committees)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$500.00</td>
<td>11/02/2017</td>
</tr>
<tr>
<td>Citizens for Donald E. Puchalski (DuPage County Board District 1 and Chairman Transportation Committee)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$200.00</td>
<td>04/05/2018</td>
</tr>
<tr>
<td>Citizens for Dan Cronin (DuPage County Board Chairman)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$250.00</td>
<td>09/27/2018</td>
</tr>
<tr>
<td>Citizens to Elect Jim Zay (Vice Chairman of the DuPage County Board; Chairman, DuPage Water Commission; Chairman, Stormwater Management)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$500.00</td>
<td>09/27/2018</td>
</tr>
</tbody>
</table>

Date: 10/02/2018

Page 2 of 2
# Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 172 SERV</th>
<th>Original Purchase Order Date: Jul 8, 2014</th>
<th>Change Order #: 4</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: James J. Benes &amp; Associates</td>
<td>Vendor #: 11226</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**  
Various Drainage and Stormwater Engineering Services  
Extend contract completion date through 11/30/19. Change last invoice date to November 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.

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$150,000.00</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>$150,000.00</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>0.00%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code 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: Nov 30, 2018 to: Nov 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:

---

**Packet Pg. 20**  
### 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: James J. Benes and Associates, 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 drainage and stormwater engineering support services contract with James J. Benes and Associates, Inc. expires November 30, 2018.

### Summary Explanation/Background

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

DuPage County has a complex Stormwater Ordinance that the Division of Transportation does not have the expertise or experience to completely perform the necessary analyses or modeling that may be required to secure a stormwater permit or to fully evaluate drainage issues. The Division of Transportation occasionally requires the services of a consultant to perform stormwater engineering on various projects on the County highway system, to evaluate drainage problems and to develop drainage improvement plans.

### 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.

The Division of Transportation (DOT) has past projects where the stormwater permit was applied for but the stormwater permit has not been secured. Part of James J. Benes’ scope of work under this contract was to address any outstanding issues regarding these permit applications and perform the necessary work in order to secure the stormwater permit. They have been successful on the projects that they have received authorization for. Due to James J. Benes’ familiarity with the process, it makes sense to extend their contract in order to secure most of, if not all of the outstanding stormwater permits from past projects at the lowest cost to DuPage 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 James J. Benes and Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

### Recommendations/Alternatives

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

An extension of time to November 30, 2019 with no change in the contract amount is the recommended course of action since James J. Benes and Associates, Inc. has completed the work to date in a satisfactory and timely manner. James J. Benes and Associates, Inc. is in the best position to continue to provide design engineering services for this project at the lowest cost to the County.

Securing the outstanding permits with in-house staff would take away time from their regular assigned work and be counterproductive.

Terminating this contract and soliciting proposals for a new contract would be counterproductive as well.

### 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.
# 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: James J. Benes &amp; Associates, Inc.</th>
<th>Company Contact: Bradley D. Hargett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (630) 719-7578</td>
<td>Contact Email: <a href="mailto:bhargett@jbenes.com">bhargett@jbenes.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 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><strong>NONE (check here) - If no contributions have been made</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recipient</strong></td>
</tr>
<tr>
<td>-----------------------------------------------</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.

<table>
<thead>
<tr>
<th><strong>NONE (check here) - If no contacts have been made</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>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</strong></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
</tbody>
</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.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bradley D. Hargett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>James J. Benes</td>
<td>Vice President</td>
<td>Oct 9, 2018</td>
</tr>
</tbody>
</table>

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

**Purchase Order #: 565 SERV**  
**Vendor Name:** Knight E/A, Inc.  
**Original Purchase Order Date:**  
**Vendor #:** 11046  
**Dept Contact:** Sarah Lobdell

**Department:** Division of Transportation

**Background and/or Reason for Change Order Request:**  
Professional Preliminary Engineering Services for improvements to the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR.  
Extend contract completion date through 11/30/19. Change last invoice date to November 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.

**INCREASE/DECREASE**

| A | Starting contract value | $194,659.74 |
| B | Net $ change for previous Change Orders | $40,136.22 |
| C | Current contract amount (A + B) | $234,795.96 |
| D | Amount of this Change Order | □ Increase □ Decrease |
| E | New contract amount (C + D) | $234,795.96 |
| 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) | 20.62% |

**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: Nov 30, 2018 to: Nov 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:

<table>
<thead>
<tr>
<th>SL</th>
<th>6900</th>
<th>Sep 28, 2018</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>10-24-18</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>10-30-18</td>
<td>□</td>
</tr>
<tr>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

**CONSENT AGENDA**

**Packet Pg. 23**
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  Department Contact: Paul Krueger
Contact Email: paul.krueger@dupageco.org  Contact Phone: 630 407-6914
Vendor Name: Knight E/A, Inc.
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 preliminary engineering services contract with Knight E/A, Inc. for professional services for the Warrenville Road Bridge over the East Branch of the DuPage River project expires November 30, 2018.

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

The County has secured federal funding eligibility for the replacement of the Warrenville Road Bridge over the East Branch of the DuPage River. To qualify for federal design and construction funds, a preliminary (Phase I) engineering/environmental report must be prepared for approval by the Federal Highway Administration. Based on a public meeting held in February 2017, a request was made from the Village of Lisle to incorporate a future multi-use trail under the proposed bridge. In order to accommodate a path, the bridge length had to be revised, additional compensatory storage had to be evaluated as well as additional land acquisition. In order to complete this additional work, Knight E/A will need a time extension.

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 project development report (PDR), it will be more cost effective to continue this process with Knight E/A, Inc. They are in the best position to complete the PDR, since they have submitted it to IDOT for approval.

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 34 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 Knight E/A, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2019 with no change in the contract amount is the recommended course of action since Knight E/A, Inc. has completed the work to date in a satisfactory and timely manner. Knight E/A, Inc. is in the best position to continue to provide phase I services for this project at the lowest cost to the County. DOT does not the staff resources in order to complete the Phase I for this project. Terminating this contract and soliciting proposals for a new contract would be counter-productive as well.

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 contract 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: Melissa Mulhern
Title: Chief Financial Officer
Date: Oct 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>04/16/18</td>
</tr>
</tbody>
</table>

Signature: [Signature]

Date: 10/05/18

Page 2 of 2
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: Oct 5, 2018
Bid/Contract/PO #: 14-00 124-04-BR

Company Name: Knight E/A, Inc.
Contact Phone: (312) 577-3306
Company Contact: Melissa Mulhern
Contact Email: mmulhern@knightea.com

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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 Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>Apr 20, 2017</td>
</tr>
<tr>
<td>Citizens for Brian J. Krajewski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>Aug 9, 2017</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 contract 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.

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- 30 days prior to the optional renewal of any contract
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I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Melissa Mulhern
Title: Chief Financial Officer
Date: Oct 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Rev 1.1
4/1/16
### Required Vendor Ethics Disclosure Statement (continued)

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>04/16/18</td>
</tr>
</tbody>
</table>

---

Signature: [Signature]

Date: 10/05/18

Page 2 of 2
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

## Purchase Order Details

- **Order #:** 588 SERV  
- **Original Purchase Order Date:** Dec 9, 2014  
- **Change Order #:** 3  
- **Department:** Division of Transportation

## Vendor Information

- **Vendor Name:** Santacruz Associates  
- **Vendor #:** 21570  
- **Dept Contact:** Eva Hitchcock

## Background and Reason for Change Order Request:

- Various Right-of-Way Negotiation Services  
- Extend contract completion date through 11/30/19. Change last invoice date to 11/0/20.

---

## 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>Starting contract value</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

## DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only

## DECISION MEMO REQUIRED

- Increase (greater than 29 days)/Decrease contract expiration from Nov 30, 2018 to Nov 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:

---

**Prepared By:** (Initials)  
**Phone Ext:** 6900  
**Date:** Sep 28, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

---

**Reviewed By (Initials Only):**

**Buyer:**  
**Date:**  
**Procurement Officer:**  
**Date:**

**Chief Financial Officer:**  
**Date:**  
**Chairman's Office:**  
**Date:**

---

DOT 11-6-18
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: Santacruz Associates, LTD.</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 right of way negotiation services contract with Santacruz Associates, LTD. expires November 30, 2018. An extension of time until November 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 Santacruz to perform professional right-of-way services for DOT roadway and trail projects where land acquisition would be needed. The two projects that Santa Cruz are currently working on are federal projects. Negotiations are in process for the Gary Avenue Trail and 87th Street and Woodward Avenue projects. The negotiations for both projects have taken longer than anticipated.

**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 professional negotiations for the two DOT projects, it will be more cost effective to continue to utilize Santacruz Associates, LTD. They are in the best position to complete right of negotiations for the two projects 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 4 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Santacruz Associates, LTD is most qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2019 with no change in the contract amount is the recommended course of action since Santacruz Associates, LTD has started but not yet completed negotiations for the DOT projects. Other alternatives would be not to extend Santacruz’s contract and hire another consultant. Santacruz Associates, LTD is in the best position to continue to provide professional negotiation services at the lowest cost to the County.

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

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

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<tbody>
<tr>
<td>Recipient</td>
</tr>
<tr>
<td>------------</td>
</tr>
</tbody>
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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.

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
</tr>
</tbody>
</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:
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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: [Redacted]

Printed Name: J. Steve Santacruz

Title: President

Date: Oct 8, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
<table>
<thead>
<tr>
<th>Purchase Order #: 2987 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: WSP USA Inc.</td>
<td>Vendor #:</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Central Tri-State Corridor Travel Demand Assessment, Section 7-TDAP0-00-EG.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extend contract completion date through 06/30/19. 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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Starting contract value</td>
</tr>
<tr>
<td><strong>B</strong> Net $ change for previous Change Orders</td>
</tr>
<tr>
<td><strong>C</strong> Current contract amount (A + B)</td>
</tr>
<tr>
<td><strong>D</strong> Amount of this Change Order</td>
</tr>
<tr>
<td><strong>E</strong> New contract amount (C + D)</td>
</tr>
<tr>
<td><strong>F</strong> Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td><strong>G</strong> Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**PREPARED BY** (Initials) Phone Ext Date
Emh 6900 Sep 28, 2018

**REVIEWED BY** (Initials Only)
Buyer Date Procurement Office Date

Chief Financial Officer (Decision Memos over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Division of Transportation
Contact Email: jloper@dupageco.org
Vendor Name: WSP USA Inc.

Department Contact: John Loper
Contact Phone: 6900
Vendor #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Request approval to extend this contract through 06/30/2019.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
I-294 Corridor Travel Demand Assessment - contract is for team of planning and engineering consultants to assist staff in the assessment of travel needs/demands and alternate access scenarios for the I-294 corridor from Elmhurst to I-55. Much of the technical analysis is complete but reporting and stakeholder coordination will continue into 2019.

Strategic Impact
Economic Growth
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
This corridor analysis will be beneficial to both business and commuters. It is anticipated that the outcome of the work will guide the development of interstate access points that will make travel throughout the corridor more efficient and businesses more accessible.

Source Selection/Vetting Information - Describe method used to select source.
The DOT utilized qualification based selection procedures as described in the decision memo included with the original contract.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Perform work with internal staff
2) Do not continue project
3) Continue/extend contract
Staff recommends extension of the contract as requested. This project is exceedingly complex and requires a level of effort beyond the present staffing at the DOT. WSP has the necessary expertise and is meeting targets within budget.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
No change in contract amount.
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I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: [signature]

Printed Name: Diane Okeefe
Title: Area Manager, Vice President
Date: Oct 11, 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

Purchase Order #: 2228 SERV
Original Purchase Order Date:
Vendor Name: Omega & Associates, Inc.
Vendor #: 12217

Change Order #: 3
Department: Division of Transportation
Dept Contact: Sarah Lobdell

Background and/or Reason for Change Order Request:
CH 43/County Farm Road at Schick Road, Section 14-00179-030-SP/14-00179-31-SP
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

A Starting contract value $75,576.80
B Net $ change for previous Change Orders $0.00
C Current contract amount (A + B) $75,576.80
D Amount of this Change Order ☐ Increase ☒ Decrease
$58,017.97
E New contract amount (C + D) $17,558.83
F Percent of current contract value this Change Order represents (D / C) -10.08%
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -10.08%

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: ___________________________ to: ___________________________
☐ 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 Oct 19, 2018
Recommended for Approval (Initials) Phone Ext Date
Prepared By (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer Date Procurement Officer Date
Chief Financial Officer (Decision Memos Over $25,000) Date
(Decision Memos Over $25,000) Date
<table>
<thead>
<tr>
<th>Description</th>
<th>PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES</th>
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<tr>
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<tr>
<td>Expiration Date</td>
<td>11/30/2018</td>
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<td>Review Date</td>
<td>11/30/2018</td>
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<tr>
<td>Agmt Administrator</td>
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<td>Currency Code</td>
<td>USD</td>
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<td>Per Order Min Amount</td>
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<td>Per Order Max Amount</td>
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<td>Lifetime Max Amount</td>
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<td>Line Level Breaks on</td>
<td>A - Agreement Totals</td>
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<td>Use Agreement UOM</td>
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<td>Reason for Hold</td>
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<td>Notification Percent</td>
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<tr>
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<td>Payment Terms</td>
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<td>Allow Reference of Items</td>
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</tr>
<tr>
<td>Not on Agreement</td>
<td>N - No</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.

Date: Oct 24, 2018

Bid/Contract/PO #ng Range Trans. Plan

Company Name: CDM Smith Inc.  
Company Contact: Christopher M. Martel
Contact Phone: 312-346-5000  
Contact Email: MartelCM@CDMSmith.com

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

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<th>Description (e.g. cash, type of item)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Citizens for Dan Cronin</td>
<td>CDM Smith</td>
<td>Monetary Donation</td>
<td>$800.00</td>
</tr>
<tr>
<td>x</td>
<td>Pete DiCianni for DuPage</td>
<td>CDM Smith</td>
<td>Monetary Donation</td>
<td>1,000.00</td>
</tr>
<tr>
<td>x</td>
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<td>Monetary Donation</td>
<td>$800.00</td>
</tr>
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<td>1,000.00</td>
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</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>#</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
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</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:

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

Authorized Signature

Printed Name: Karl D. Fry
Title: Principal / Project Portfolio Leader
Date: Oct 24, 2018

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
**Requisition under 25k dollars**

2018-256

<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>Tim Elliott, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>
Requisition under 25k dollars

2018-256

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>
</tr>
</thead>
<tbody>
<tr>
<td>October 24, 2018</td>
<td>$9,350.</td>
<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>10/24/2018 2:57 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>10/25/2018 2:59 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/26/2018 10:44 AM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>10/26/2018 11:02 AM</td>
</tr>
<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>10/26/2018 11:11 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/05/2018 9:52 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
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<tr>
<td>Technology Committee</td>
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</table>
# Purchase Requisition

**Procurement Services Division**

Date: Oct 24, 2018

**MinuteTraq (IQM2) ID #:** 18773

**Department**

**Req #:** RFP, Bid or Quote

**#:** Oc[24, 20'18

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Midwestern Software Solutions</th>
<th>Vendor #: 12579</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Ben Chen</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 3815 Plaza Drive</td>
<td>City: Ann Arbor</td>
</tr>
<tr>
<td>State: MI</td>
<td>Zip: 48108</td>
</tr>
<tr>
<td>Phone: 734-995-0200</td>
<td>Fax: 734-995-0599</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John Loper</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
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<tr>
<td>State: IL</td>
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<tr>
<td>Zip:</td>
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<td>Phone:</td>
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**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
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**Use for**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
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**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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<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Annual Maintenance/Support</td>
<td>1500</td>
<td>3500</td>
<td>53807</td>
<td></td>
<td></td>
<td></td>
<td>9,350.00</td>
<td>9,350.00</td>
</tr>
</tbody>
</table>

**Requisition Total** $ 9,350.00

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

Annual Maintenance/Support for the Transportation Database Management System

**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):

Technology - 11/13/18
Transportation - 11/06/18
**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: Midwestern Software Solution</th>
<th>Vendor #: 12579</th>
<th>Contract Term: 12/01/18-11/30/19</th>
<th>Contract Total: $9,350.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: John Loper</td>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td><strong>Description of Procurement/Scope of Work/Background</strong></td>
<td>Annual Maintenance/Support for the Transportation Database Management System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>See attached decision memo</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-53807
- [ ] 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 and/or PO# ________ ________ Intergovernmental Agreement
- [X] 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:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________ [include Evaluation Summary if applicable]
- [ ] 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>SL</th>
<th>Oct 24, 2018</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>
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<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>10/5/18</td>
<td></td>
<td>11-5-18</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></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11-7-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.6 Packet Pg. 41
Requesting Department: Division of Transportation  
Department Contact: John Loper  
Contact Email: jloper@dupageco.org  
Contact Phone: 630.407.6882  
Vendor Name: Midwestern Software Solutions  
Vendor #: 

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

Approval of a contract purchase order to Midwestern Software Solutions (MS2) for annual maintenance, support and/or enhancement of the Online Traffic Crash database for the Division of Transportation (DOT).

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

The DOT contracted with MS2 in 2008 to provide an online traffic crash database. The DOT must now contract for the annual maintenance/support of the application software as well as for enhancements to the application as necessary.

**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.

This information is prominently used in determining where highway safety improvements are required. Quality of life is improved for drivers as well as for pedestrians and bicyclists when the County can identify locations where engineering or operational actions can be accomplished which will reduce the public exposure to crashes.

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

This is a hosted service (software as a service - SaaS) wherein the application and codes are proprietary. Prior to selection in 2008, staff reviewed a variety of applications and selected MS2 as the preferred vendor. This annual maintenance/support contract is being forwarded pursuant to past consultation with the Transportation Committee in accordance with the County Procurement Ordinance.

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

1. Do not approve  
2. Approve  

The DOT recommends approval of this contract. It is critical to the continuation of the program and is essential to the on-going functions and performance of the DOT. To not approve this contract places the application in jeopardy through lack of support. The vendor will not host the program and the County will lose functionality.

**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.

The FY19 fiscal impact for this contract is anticipated to be $9350.00. The DOT has sufficient funds in the FY19 budget to pay this amount.
## JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Division of Transportation</td>
<td>Trans Data Management Software</td>
</tr>
</tbody>
</table>

### DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Transportation Data Management Software (suite of modules) is a vendor hosted product including proprietary licensing, code, applications, etc. This vendor was selected for a contract in 2008 after considering a number of firms/software applications. Midwestern Software Solutions, Inc. provides annual maintenance and support on a modular and system size basis.

### THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- [x] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

### REQUESTED SOURCE

<table>
<thead>
<tr>
<th>Midwestern Software Solutions</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ben Chen</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 734-995-0200</td>
<td><a href="http://www.ms2soft.com">http://www.ms2soft.com</a></td>
</tr>
</tbody>
</table>

### WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

Database hosting, programming and coding unique to application software. Code and programming is proprietary. Traffic Crash module programming found nowhere else.

### HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If no, why not?)

No. This software was procured and customized for DuPage County application. It has been a very useful and successful tool that DuPage County DOT will continue to use into the future.

### WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

Features not available elsewhere as the software, programming and services are supplied directly to the clients by Midwestern Software Solutions.
September 4, 2018

DuPage County
421 North County Farm Road
Wheaton, IL 60187

Attn: Mr. John E. Loper, Chief Transportation Planner

Re: Proposal for System Support of Transportation Databases

Dear Mr. Loper:

MS2 is pleased to present the following proposal in response to your request for the hosting and support of the MS2-hosted transportation databases the county is currently using for transportation planning, engineering, operations, and maintenance activities.

MS2 has developed and implemented the cloud-based database systems for more than 260 agencies in 30 states. These systems are seamlessly integrated with GoogleMaps and ArcGIS Server. The map component includes local GIS data layers such as road centerlines and political boundaries. Since 2007, DuPage County has been using the Traffic Crash Location System (TCLS) module from the MS2’s Transportation Data Management System (TDMS).

The cloud-based system does not entail any modification/addition to the client’s owned computer software or hardware as it presently exists.

The advantages of the cloud-based system over any traditional desktop-based applications include:

- **Cost Effective** – A single license would allow all staff to use the system. There is no need to purchase multiple desktop licenses. There is no need to upgrade any hardware or software on multiple computers.
- **Easy Access** – Users can access the data and analysis tools from anywhere via Internet.
- **Staying Current** – System enhancements and data updates are instant and frequent without any burden on the agency staff. The system is shared by agencies throughout the country and continuously evolving with new features.
- **Worry Free** – MS2 is responsible for the system’s operation 24/7/365. County staff can spend more time on finding solutions using the system instead of maintaining it.

MS2 proposes the following scope of services and fee:

**System Support of Transportation Data Management System (TDMS)**

- Host the TDMS on the MS2 servers. The cloud-based application will not require any change to the agency’s current hardware and software setup.
- Perform system maintenance as necessary
- Perform nightly backup of the system and store copies of the backup offsite as part of MS2’s data warehousing procedures
- Provide technical support to system users as requested
- Conduct training webinars as requested
System Support Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TCLS - Traffic Crash (12/1/2018-11/30/2019)</td>
<td>$9,350</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$9,350</strong></td>
</tr>
</tbody>
</table>

Payment is to be made by the Client within thirty (30) days of invoicing.

MS2 appreciates the opportunity to present this proposal. If our proposal is acceptable as presented, please sign, date, and return one copy as your authorization for us to commence work.

I am pleased to be the MS2 Project Manager and contact person for the system support. Please call me if you have any questions or if any revision of the proposal is necessary to more fully meet your requirements. Thank you for selecting MS2.

Proposal Offered By:

**MS2**

Ben Chen, PE, PTOE
Principal

Proposal for System Support
Client has authorized the undersigned to sign this Agreement.

CLIENT ACCEPTANCE BY:

__________________________________________
(Legal Name of Client)

__________________________________________
(Signature)

__________________________________________
(Printed Name & Title)

__________________________________________
(Date)
Required Vendor Ethics Disclosure Statement

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

Date: Oct 25, 2018

Bid/Contract/PO #: 

Company Name: Midwestern Software Solutions, LLC  
Company Contact: Ben Chen  
Contact Phone: 734-995-0200  
Contact Email: bc@ms2soft.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>
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<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>
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- 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 or 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: Ben Chen

Title: Principal

Date: Oct 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
# Requisition under 25k dollars

2018-257

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Zay, District 6</td>
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<tr>
<td>SECONDER:</td>
<td>James Healy, Vice Chair</td>
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Requisition under 25k dollars
2018-257

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<td>October 25, 2018</td>
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<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>TRANSPORTATION COMMITTEE</td>
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<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>10/25/2018 11:42 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
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<td>10/26/2018 10:57 AM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
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<td>10/26/2018 11:02 AM</td>
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<tr>
<td>Wendi Wagner</td>
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<td>Paul Rafac</td>
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<td>10/30/2018 8:45 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>10/30/2018 9:22 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
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<tr>
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<td>11/13/2018 10:00 AM</td>
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</table>
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Verizon Connect NWF Inc.
Vendor #: 
Attn: Tim Watters
Email: twatters@verizon.com
Address: 2002 Summit Blvd,
City: Atlanta
State: GA
Zip: 30319
Phone: 312-405-8719
Send Invoices To:
Vendor #: 
Attn: Kathleen Curcio
Email: kathy.black@dupageco.org
Address: 421 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-6900

Send Payments To:
Vendor: Verizon Connect NWF Inc.
Vendor #: 
Attn: Jeff Pieroni
Email: Jeff.Pieroni@dupageco.org
Address: 140 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-6920

Payment Terms: F.O.B.
PO 20 Delivery Date: Requisitioner
PER 50 ILCS 505/1 Destination
Use for: Contract Administrator
Contract Start Date: Dec 1, 2018
Contract End Date: Nov 30, 2019
Use for: PO25 only

<table>
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<tr>
<th>LN</th>
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<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>
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<tr>
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<td>1500</td>
<td>3510</td>
<td>53090</td>
<td></td>
<td></td>
<td>20,000.00</td>
<td>20,000.00</td>
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<td>2</td>
<td>1</td>
<td>EA</td>
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<td>3510</td>
<td>52100</td>
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<td>2,500.00</td>
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Requisition Total $ 22,500.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Contract to provide Network Fleet SRVC/Hardware to the Division of Transportation Highway Maintenance Department

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):
Trans Committee 11.06.18
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: Verizon Connect NWF Inc.</th>
<th>Vendor #:</th>
<th>Contract Term: 12/01/18 - 11/30/19</th>
<th>Contract Total: $22,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Kathleen Curcio</td>
<td>Phone: 630-407-6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

Description of Procurement/ Scope of Work/ Background
To provide Network Fleet GPS and Diagnostics Service to the D.O.T. Highway Maintenance Department

Reason for Procurement
To provide for GPS and Diagnostic Service for 50 vehicles, to replace phone tracking and improve operations and performance measures.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500-3510-53090/52100
- 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)
- 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)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - GSA Government Services Administration # GS-07F-5559R
- 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)

PREPARED BY
kbc
Oct 24, 2018
Recommended for Approval
10/23/18
IT Approval, if required
10-25-18

REVIEWED BY (Initials Only)

Buyer
10-26-18
Procurement Officer
10-26-18

Chief Financial Officer
10-30-18
Chairman’s Office
10-30-18

- Packet Pg. 50
- Rev 1.8 9/11/17
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.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Kathleen Curcio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
<td>Contact Phone:</td>
</tr>
<tr>
<td>Vendor Name: Verizon Connect NWF 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.

Requesting approval of a new contract for Network Fleet GPS and Diagnostic Service, for a contract total not to exceed $22,500.00

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

DOT is establishing this contract to provide for GPS and Diagnostic Service for 50 vehicles. This is to replace phone tracking and improve operations and performance measures.

Strategic Impact

Customer Service

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

This will enhance maintenance operations and responsiveness by DOT.

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

This will be procured under GSA (General Service Administration) Contract #GS-07F-5559R

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

Staff recommends approval a new contract for GPS and Diagnostic Service through GSA contract #GS-07F-5559R

1. Produce an RFP for a complete AVL system anticipated to be a substantial increase in cost and complexity.

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.

| FY2019 | 1500 3510 53090 | $20,000.00 |
| FY2019 | 1500 3510 52100 | $2,500.00 |
Verizon Connect NWF GSA # GS-07F-5559R
Hardware & Service Order
Please review your contract agreement below.
For questions, please inquire with your sales contact.

**CONTRACT INFORMATION**
- Date: 10/05/2018
- Purchase Type: Purchase
- Contract Type: GSA GS07F5559R
- PO #: 

**COMPANY INFORMATION**
- Company Name: DuPage County DOT
- Doing Business As: 
- Address: 140 N COUNTY FARM RD
- City: WHEATON
- State: IL
- Zip: 60187-3905

**ORDER INFORMATION**
- Order Type: New Business
- Customer Number: DUPAD03
- Account Sub Type: PUBLIC SECTOR

**PRODUCTS & SERVICES**

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<th>SEQ</th>
<th>ITEM Description</th>
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*Sales Tax and Shipping are additional to this subtotal. 

* ONE TIME CHARGE: $ 1,511.50  
* MONTHLY RECURRING CHARGES: $ 947.50

**COMMENTS**

**SHIPPING INFORMATION**

**TAX INFORMATION**
- Tax Exempt
TERMS AND CONDITIONS

This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN) formerly Networkfleet GSA Contract# GS-07F-5559R only. The PO# listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by DuPage County DOT are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at mfaccountreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN’s written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that DuPage County DOT has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of DuPage County DOT has authority to do so, and that DuPage County DOT agrees to all of the terms and conditions of VCN’s GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN’s GSA Contract# GS-07F-5559R.

Notes:
1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted appropriately on all procurement documents including but not limited to Purchase Orders, BPA’s, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

2. Taxes and Shipping:
   a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice.
   b. Shipping: FOB Destination. Shipping is included in the price above.

3. If applicable: “Qty” for Configurable Update Rate: Notwithstanding the “Qty” (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer’s SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate Feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.

4. Promotion for Networkfleet 5200 and 5500 series products only: From 10/1/2018 to 10/31/2018, new and existing Government customers will receive a discount of $80.00 for the purchase of each new 5200 or 5500 Device with a new line of Networkfleet Services and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on the earlier of (1) installation in a vehicle or (2) 12/21/2018. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device, but in no event later than 12/21/2018. NOTE: Any executed order, received later than 10/31/2018, will be null and void and ineligible to receive the discount described above.

CUSTOMER SIGNATURE

I have read and agree to the terms and conditions.

Print Name

Signature

Position

Date
Required Vendor Ethics Disclosure Statement

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

Company Name: Verizon Connect NWF Inc.
Contact Phone: 312-405-8719

Company Contact: Timothy Watters
Contact Email: twatters@verisonconnect.com

Bid/Contract/PO #:

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 received, have read, and understand these requirements.

Authorized Signature

Printed Name: Leanna Long
Title: Manager, Contracts Management
Date: Oct 23, 2018

Digitally signed by Leanna Long
Date: 2018.10.24 12:02:53 -07'00'

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO RED WING BRANDS OF AMERICA
TO FURNISH AND DELIVER
SAFETY SHOES AND WORK BOOTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS, FACILITIES MANAGEMENT, STORMWATER
AND THE CARE CENTER
(CONTRACT TOTAL NOT TO EXCEED $53,000.00)

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

WHEREAS, the most qualified proposal has been designated and the Transportation, Public Works, Stormwater and Health and Human Services Committees recommend County Board approval for the issuance of a contract purchase order to Red Wing Brands of America, Inc. to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance of a contract purchase order to Red Wing Brands of America, Inc. 314 Main Street, Red Wing, Minnesota 55066, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

Enacted and approved this 13th day of November, 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
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

---

### NEW PURCHASE ORDER REQUEST

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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>12/1/18 - 11/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

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<tbody>
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<tr>
<td>Christopher Snyder</td>
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<td>10/31/2018 10:22 AM</td>
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<tr>
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</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>11/06/2018 10:00 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/13/2018 8:00 AM</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
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<tr>
<td>Stormwater Management Committee</td>
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# Purchase Requisition

## Procurement Services Division

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Red Wing Brands of America</th>
<th>Vendor #: 10549</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Brian Duerinck</td>
<td>Email: brian@<a href="mailto:duerinck@redwingshoes.com">duerinck@redwingshoes.com</a></td>
</tr>
<tr>
<td>Address: 314 Main St.</td>
<td>City: Red Wing</td>
</tr>
<tr>
<td>Phone: 815-355-4242</td>
<td>State: MN</td>
</tr>
<tr>
<td>Fax: 815-714-2960</td>
<td>Zip: 55066</td>
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**Send Invoices To:**

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<thead>
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<th>Division:</th>
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<tbody>
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<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: P.O. Box 844329</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Dallas</td>
<td>State: TX</td>
</tr>
<tr>
<td>Phone: 888-767-7874</td>
<td>Zip: 75284-4329</td>
</tr>
<tr>
<td>Fax:</td>
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<tr>
<td>Payment Terms</td>
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<tr>
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**Send Payments To:**

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<th>Vendor #: 10549</th>
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<tr>
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<td>Room:</td>
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**Ship To:**

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<td>Fax:</td>
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### Item Detail Table

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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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</table>

**Requisition Total**: $53,000.00

### Header Comments
This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

### Special Instructions/Comments to Buyer or Approver
Please print invoice distribution on Purchase Order:

- Service Lines 1-4 - DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Kathy Curcio
- Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Tim Harbaugh
- Service Line 6: DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517 Attn: Amy Arlowe
- Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187 Attn: Alicia Perez
- Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187 Attn: Vinit Patel

### User Department Internal Notes
These comments will NOT appear on the Purchase Order:

SM-P-0275-18

---

7.C.a

Date: Sep 24, 2018

Department Internal Notes:

- MinutesTraq (IQM2) ID #: 13725
- RFP, Bid or Quote #: RFP17-177-JM

---

**Packet Pg. 57**
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

- Vendor: Red Wing Brands of America  
  Vendor #: 10549  
  Attn: Brian Duerinck  
  Email: brian@duerinck@redwingshoes.com  
  Address: 314 Main St.  
  City: Red Wing  
  State: MN  
  Zip: 55066  
  Phone: 815-355-4242  
  Fax: 815-714-2960

### Send Invoices To:

- Dept: Various - See Instructions below  
  Division:  
  Attn:  
  Email:  
  Address:  
  City:  
  State:  
  Zip:  
  Phone:  
  Fax:  

### Send Payments To:

- Vendor: Red Wing Brands of America  
  Vendor #: 10549  
  Attn:  
  Email:  
  Address: P.O. Box 844329  
  City: Dallas  
  State: TX  
  Zip: 75284-4329  
  Phone: 888-767-7874  
  Fax:  

### Payment Terms:

- F.O.B.  

### PO 20 Delivery Date:

- PO 20 Delivery Date:  

### Requisitioner:

- Darcie Garza, CPPB

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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</tbody>
</table>

**Requisition Total**: $53,000.00

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

This contract purchase order is to furnish and deliver Safety Shoes and Work Boots, for qualified employees on an "as needed" basis, for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center for the period December 1, 2018 through November 30, 2019 per most qualified offer on Proposal RFP #17-177-JM.

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

- Please print invoice distribution on Purchase Order:
  - Service Lines 1-4 - DuPage County DOT, 421 N. County Farm Road, Wheaton, IL 60187  
    Attn: Kathy Curcio  
  - Service Line 5: DuPage County Facilities Management, 421 N. County Farm Road, Wheaton, IL 60187  
    Attn: Tim Harbaugh  
  - Service Line 6: DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517  
    Attn: Amy Arolo  
  - Service Line 7: DuPage County Stormwater, 421 N. County Farm Road, Wheaton, IL 60187  
    Attn: Alicia Perez  
  - Service Line 8: DuPage County Care Center, 400 N. County Farm Road, Wheaton, IL 60187  
    Attn: Vinit Patel

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

SM-P-0275-18

---

Attachment: Red Wing - Requisition (DT-P-0275-18 : Red Wing Brands of America, Inc.)
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.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Red Wing Brands of America, Inc.</td>
<td>Vendor #: 10549</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.

Recommendation for approval of a contract purchase order to provide Safety Shoes and Work Boots, for qualified employees, as needed, for the period December 1, 2018 through November 30, 2019 for a contract total, not to exceed $53,000.00. This is a multi departmental Purchase, covering the Division of Transportation, Facilities Management, Public Works, Stormwater and the Care Center.

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

Qualified employees are provided with a $200.00 allowance voucher to purchase Safety Shoes or Work Boots. Red Wing will invoice the County the amount for what the employee spends on their safety shoes or work boots up to $200.00. Any amount exceeding the $200 voucher, is paid by the employee at the time of purchase.

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.

Safety footwear is essential to the performance of work by County Employees to prevent and minimize potential for foot injury. Based on assigned duties, safety shoes and work boots are subjected to daily usage, wear and tear requiring regular replacement. Individual departments keep appropriate records to ensure that individual shoe purchases are conducted annually.

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

Proposal 17-177 was solicited by Purchasing to provide Red Wing or equivalent safety shoes and/or work boots and two (2) responses were submitted. Proposals were analyzed by representatives from DOT, Facilities Management and Public Works. The listed evaluation criteria categories included: Vendor Acceptability and Ease of Use with Voucher System, Brands Offered, Locations of convenience for employees and Pricing. It was determined via proposal scoring, Red Wing was the best value offeror.

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

The Departments involved recommend a contract purchase order be awarded to Red Wing to furnish safety shoes and work boots for qualified employees at a 15% discount. Red Wing has several convenient locations throughout DuPage County; is familiar with DuPage County’s voucher system; wide range of brands offered and better discount rate.

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.

<table>
<thead>
<tr>
<th>Department</th>
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<td>Care Center</td>
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<td>$2,500.00</td>
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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Multi Service Technology Solutions, Inc. dba Red Wing Brands of America, located at 314 Main Street, Red Wing, MN 55066, hereinafter called the "Contractor", witnesseth:

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-177-JM which became effective December 1, 2017 and which expires November 30, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective December 1, 2018 and expires November 30, 2019, contingent upon Parent Committee approval.

RED WING BRANDS OF AMERICA, INC.

SIGNATURE

BRIAN DUEWINCK

PRINTED NAME

INDUSTRIAL SALES MGR

PRINTED TITLE

9-12-2018

DATE

COUNTY OF DU PAGE, ILLINOIS

Joan McAvoy
DuPage County Buyer

9/13/18

DATE
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 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.

**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>
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</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>
<tbody>
<tr>
<td>Brian Duerinck</td>
<td>630-355-9248</td>
<td><a href="mailto:BNDuerinck@RedWingShoes.com">BNDuerinck@RedWingShoes.com</a></td>
</tr>
</tbody>
</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

Printed Name
Brian Duerinck

Title
Industrial Sales Manager

Date
9-13-2018

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
AWARDING RESOLUTION ISSUED TO
VISU-SEWER OF ILLINOIS, LLC
TO PROVIDE CURE IN PLACE PIPE LINING
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $144,160.00)

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

WHEREAS, the Transportation Committee recommends the County Board approval for the issuance of a contract purchase order to Visu-Sewer of Illinois, LLC, to provide cure in place pipe lining, for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that covering said, to provide cure in place pipe lining, for the Division of Transportation, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Visu-Sewer of Illinois, LLC., 9014 S. Thomas Ave., Bridgeview, IL 60455, for a contract total amount not to exceed $144,160.00.

Enacted and approved this 13th day of November, 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: Tim Elliott, District 4
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
## Requisition 25k and over

**DT-P-0291-18**

### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
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<th>DATE SUBMITTED</th>
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<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>$144,160.</td>
<td>12/1/18 - 11/30/19</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<td>James McGuire</td>
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</tr>
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</table>
## Purchase Requisition
### Procurement Services Division

**Send Purchase Order To:**
- Vendor: Visu-Sewer of Illinois, LLC
- Dept: Division of Transportation
- Attn: Dave Alexander
- Address: 9014 S. Thomas Ave.
- City: Bridgeview
- Phone: 262-695-2340

**Send Invoices To:**
- Dept: Division of Transportation
- Division: Highway Maintenance
- Attn: Kathy Curcio
- Address: 421 N. County Farm Road
- City: Wheaton
- Phone: 630-407-6892

**Send Payments To:**
- Dept: Division of Transportation
- Division: Highway Maintenance
- Attn: John Gavurnik
- Address: 421 N. County Farm Road
- City: Wheaton
- Phone: 630-407-6920

**Ship To:**
- Dept: Division of Transportation
- Division: Highway Maintenance
- Attn: Darcie Garza, CPPB
- Address: 901 S. Thomas Ave.
- City: Bridgeview
- Phone: 262-695-2340

### Payment Terms
- F.O.B.: PO 20
- Destination: PER S0 ILCS 505/1

<table>
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<th>LN</th>
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<th>UOM</th>
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<th>Description</th>
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<td>144,160.00</td>
<td>144,160.00</td>
</tr>
</tbody>
</table>

**Header Comments**
THIS CONTRACT PURCHASE ORDER IS TO PROVIDE FOR CURE IN PLACE PIPELINING FOR THE DIVISION OF TRANSPORTATION SECTION OF BID 18-175-PW FOR A CONTRACT TOTAL NOT TO EXCEED $144,160.00

**Special Instructions/Comments to Buyer or Approver**
SEND COMPLETED APPROVED PO TO DAVE ALEXANDER
JOHN GAVURNIK CONTACTED THE VENDOR - VENDOR WILL START WORK MID FEBRUARY

**User Department Internal Notes**
Trans Committee 11/06/18
County Board 11/13/18

SM-P-0291-18
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Visu-Sewer of Illinois, Inc.  
**Vendor #:** 30081

**Dept:** Division of Transportation  
**Contract Term:** 12/1/18 - 11/30/19  
**Contract Total:** $144,160.00

**Contact:** John Gavurnik  
**Phone:** 630-407-6920  
**Assigned Committee:** Transportation

---

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

To provide cure in place pipe lining, for a contract total, not to exceed $144,160.00.  
This award covers the DOT Section of bid #18-175-PW.

**Reason for Procurement:**

To rehabilitate and restore the structural integrity of existing storm sewer lines.

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3510 53320
- [ ] Budget Transfer (Date)  
  Add'l Information

---

**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>Oct 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
</tr>
<tr>
<td>Recommended for Approval</td>
<td>10-23-18</td>
</tr>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>10-30-18</td>
</tr>
</tbody>
</table>

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

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**Attachment:** Visu-Sewer of Illinois LLC - Checklist (DT-P-0291-18 : Visu-Sewer of Illinois, LLC)
## Criteria

<table>
<thead>
<tr>
<th></th>
<th>Visu-Sewer of IL</th>
<th>Hoerr Construction</th>
<th>Insituform</th>
<th>Benchmark</th>
<th>Kenny Construction</th>
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<tbody>
<tr>
<td><strong>Total Price DuPage County Public Works</strong></td>
<td>$177,382.00</td>
<td>$180,613.00</td>
<td>$159,673.00</td>
<td>$208,812.00</td>
<td>$240,298.00</td>
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<tr>
<td><strong>Total Price DuPage County DOT</strong></td>
<td>$144,160.00</td>
<td>$170,050.00</td>
<td>$211,030.00</td>
<td>$145,200.00</td>
<td>$156,280.00</td>
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<tr>
<td><strong>Total Price DuPage County Highland Hills</strong></td>
<td>$121,038.00</td>
<td>$123,377.00</td>
<td>$114,175.20</td>
<td>$142,828.00</td>
<td>$195,292.00</td>
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<tr>
<td><strong>Total Bid Price</strong></td>
<td>$442,580.00</td>
<td>$474,240.00</td>
<td>$484,878.20</td>
<td>$496,840.00</td>
<td>$591,870.00</td>
</tr>
</tbody>
</table>

Notes: Public Works has requested a Contingency of 10%. $15,967.30 Total Bid Price + Contingency = $175,640.30.
Highland Hills has requested a Contingency of 10%. $11,417.52 Total Bid Price + Contingency = $125,592.72.

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>242</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Bidders Requesting Bid Documents</td>
<td>11</td>
</tr>
<tr>
<td>Total Bid Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>DT, CH</td>
</tr>
</tbody>
</table>
## REVISED PER ADDENDUM #4
### BID PRICING:

### DuPage County Public Works:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURED IN PLACE PIPE - 8&quot;</td>
<td>LF</td>
<td>4,834</td>
<td>33.00</td>
<td>$169,522.00</td>
</tr>
<tr>
<td>PROTRUDING TAP REMOVAL</td>
<td>EA</td>
<td>12</td>
<td>250.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>RE-INSTATMENT OF SERVICE LATERALS</td>
<td>EA</td>
<td>80</td>
<td>125.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>END SEAL GASKETS</td>
<td>EA</td>
<td>36</td>
<td>135.00</td>
<td>$4,860.00</td>
</tr>
</tbody>
</table>

**TOTAL BID – DuPAGE COUNTY PUBLIC WORKS:** $177,382.00

### DuPage County Division of Transportation (DOT):

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURED IN PLACE PIPE - 12&quot;</td>
<td>LF</td>
<td>100</td>
<td>175.00</td>
<td>$17,500.00</td>
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<tr>
<td>CURED IN PLACE PIPE - 15&quot;</td>
<td>LF</td>
<td>170</td>
<td>98.00</td>
<td>$16,660.00</td>
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<tr>
<td>CURED IN PLACE PIPE - 38&quot; x 60 OVAL</td>
<td>LF</td>
<td>400</td>
<td>275.00</td>
<td>$110,000.00</td>
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**TOTAL BID – DuPAGE COUNTY DOT:** $144,160.00

### Highland Hills:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
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<td>LF</td>
<td>3,266</td>
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<td>$107,778.00</td>
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<tr>
<td>PROTRUDING TAP REMOVAL</td>
<td>EA</td>
<td>12</td>
<td>250.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>RE-INSTATMENT OF SERVICE LATERALS</td>
<td>EA</td>
<td>54</td>
<td>125.00</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>END SEAL GASKETS</td>
<td>EA</td>
<td>26</td>
<td>135.00</td>
<td>$3,510.00</td>
</tr>
</tbody>
</table>

**TOTAL BID – HIGHLAND HILLS:** $121,038.00

COUNTY OF DuPAGE BID #18-175-PW
CURED IN PLACE PIPE LINING
Page 56
BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder. The Contractor agrees to provide the equipment, labor, services, supplies and materials described in the contract specifications and under the conditions outlined in the bid documents for the amount stated below.

TOTAL BID PRICING:

<table>
<thead>
<tr>
<th></th>
<th>TOTAL PRICE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>DuPAGE COUNTY PUBLIC WORKS:</td>
<td>$177,382.00</td>
</tr>
<tr>
<td>B</td>
<td>DuPAGE COUNTY DOT:</td>
<td>$144,116.00</td>
</tr>
<tr>
<td>C</td>
<td>HIGHLAND HILLS:</td>
<td>$121,038.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>TOTAL BID PRICE: (A + B+C)</th>
<th>$442,536.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL BID PRICE: (in words)</td>
<td>Four Hundred Forty Two Thousand, Five Hundred and Eighty Dollars</td>
</tr>
</tbody>
</table>

CONTINGENCY 10% $44,258.00

STARTING AND COMPLETION:

Upon award, performance and payment bonds are to be submitted for County review. Once bonds are approved, a Notice to Proceed will be issued by the County. Work can then commence immediately.

Time is of the essence in this agreement. The Contractor should commence on approximately September 2018, and completed no later than November 30, 2018.

The undersigned is aware that Prevailing Wage Rates apply to some or all work performed on this contract. It is the contractor’s responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF OCTOBER AD, 2018

My Commission Expires: 2/15/2019

COUNTY OF DuPAGE BID #18-175-PW
CURVED IN PLACE PIPE LINING
Page 57 of 72
# 2018 Main Lining List

**Location** | **Town** | **MH** | **To** | **MH** | **Total Taps** | **Do Not Reinstate** | **Segment Length** | **Pipe Size**
--- | --- | --- | --- | --- | --- | --- | --- | ---
Glenn Dr | Burr Ridge | 053 | To | 052 | 3 | 0 | 309 | 8"
Glenn Dr | Burr Ridge | 052 | To | 051 | 3 | 0 | 347 | 8"
Glenn Dr | Burr Ridge | 051 | To | 050 | 2 | 0 | 237 | 8"
Glenn Dr | Burr Ridge | 050 | To | 049 | 3 | 0 | 245 | 8"
Echo Ln | Willowbrook | 052 | To | 057 | 11 | 0 | 388 | 8"
Janet Ave | Darien | 140 | To | 139 | 13 | 0 | 306 | 8"
Janet Ave | Darien | 139 | To | 138 | 8 | 0 | 270 | 8"
Janet Ave | Darien | 138 | To | 137 | 6 | 0 | 285 | 8"
Williams St | Darien | 055 | To | 054 | 1 | 0 | 465 | 8"
Country Ln | Darien | 368 | To | 367 | 10 | 0 | 206 | 8"
70th St | Darien | 95 | To | 95a | 1 | 0 | 245 | 8"
Winter Circle | D.G. Two | 053 | To | 052 | 0 | 0 | 103 | 8"
Winter Circle | D.G. Two | 057 | To | 056 | 10 | 0 | 387 | 8"
Claremont Dr | D.G. Two | 026 | To | 025 | 6 | 0 | 300 | 8"
Forest Ave | Glen Ellyn | 078 | To | 077 | 3 | 0 | 161 | 8"

## Highland Hills Sanitary District

| Location | MH.S.D | MH To MH | Total Taps | Do Not Reinstate | Segment Length | Pipe Size |
--- | --- | --- | --- | --- | --- | --- |
S Main St | H.H.S.D | 027 | To | 028 | 3 | 0 | 155 | 8"
Stewart Ave | H.H.S.D | 042 | To | 043 | 2 | 0 | 220 | 8"
Stewart Ave | H.H.S.D | 049 | To | 050 | 0 | 0 | 235 | 8"
Stewart Ave | H.H.S.D | 054 | To | 050 | 9 | 0 | 356 | 8"
13th St & Highlands | H.H.S.D | 007 | To | 008 | 4 | 0 | 222 | 8"
15 Place & Grace EYRDS | H.H.S.D | 006 | To | 007 | 7 | 0 | 307 | 8"
Between 13th Pl & E 14th St | H.H.S.D | 030 | To | 031 | 7 | 0 | 289 | 8"
Gramercy Park | H.H.S.D | 140 | To | 150 | 0 | 0 | 207 | 8"
South Stewart | H.H.S.D | 054 | To | 050 | 11 | 0 | 357 | 8"

## DDOT State Wide

| Location | MH.S.D | MH To MH | Total Taps | Do Not Reinstate | Segment Length | Pipe Size |
--- | --- | --- | --- | --- | --- | --- |
130 S Bloomingdale Rd | Bloomingdale | N/A | To | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 75 | 10"
245 S Gary Ave | Carol Stream | N/A | To | N/A | N/A | N/A | N/A | N/A | 115 | 18"
5612 S Madison | Hinsdale | N/A | To | N/A | N/A | N/A | N/A | N/A | 50 | 42"
collegelabbywood | Lisle | N/A | To | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 170 | 18"
85164 Whiti Rd | Naperville | N/A | To | N/A | N/A | N/A | N/A | N/A | 60 | 24"
250 W 63rd St | Westmont | N/A | To | N/A | N/A | N/A | N/A | N/A | 140 | 40"
300 W 63rd St | Westmont | N/A | To | N/A | N/A | N/A | N/A | N/A | 130 | 40"
27 W Geneva Rd | Winfield | N/A | To | N/A | N/A | N/A | N/A | N/A | 50 | 10"
2198 Driving Park Rd | Wheaton | N/A | To | N/A | N/A | N/A | N/A | N/A | 50 | 10"
865 Geneva Rd | Wheaton | N/A | To | N/A | N/A | N/A | N/A | N/A | 60 | 12"
7365 Naperville Rd | Wheaton | N/A | To | N/A | N/A | N/A | N/A | N/A | 100 | 24"

---

COUNTY OF DuPage BID #18-175-PW
CURRED IN PLACE PIPE LINING
Page 54 of 66
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: VISU-SEWER OF ILLINOIS, LLC
Company Contact: KEITH L. ALEXANDER
Contact Phone: (630) 661-2340
Contact Email: keith@visu-sewer.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 disclosure 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 disclosures 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

Packet Pg. 70

Attachment: Visu-Sewer of Illinois LLC Vendors (DT-P-0291-18 : Visu-Sewer of Illinois, LLC)
AWARDING RESOLUTION
ISSUED TO 3M COMPANY
TO FURNISH AND DELIVER SIGN MATERIALS/ROLLED GOODS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $30,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1-22 of the Counties code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period November 13, 2018 through October 14, 2019, be, and is hereby approved for issuance of a contract purchase order to 3M Company - TSD Customer Service - Building 583-05-01, St. Paul, Minnesota 55144, for a contract total not to exceed $30,000.00.

Enacted and approved this 13th day of November, 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
**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NOVEMBER 13, 2018 - OCTOBER 14, 2019</td>
<td>$30,000.</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>10/24/2018 11:59 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>10/24/2018 1:14 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/29/2018 12:12 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/29/2018 4:21 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/30/2018 8:46 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>10/30/2018 9:23 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/02/2018 5:00 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>11/06/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
</tr>
<tr>
<td>LN</td>
<td>Qty</td>
<td>UOM</td>
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<td>----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>EA</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 3M Rolled Goods (Reflective Sheeting) for the period November 13, 2018 through October 14, 2019 per State of Illinois Contract Pricing PSD #4018452.

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

Email approved, completed PO to Denise McMahon @ tbidgroup@mmm.com

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

- FY18 1500 3510 52200 $500.00
- FY19 1500 3510 52200 $29,500.00
- Trans Committee - 11.06.18
- County Board - 11.13.18

DT-P-0292-18
**Procurement Review Checklist**

**Procurement Services Division**

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

**Vendor:** 3M Company  
**Vendor #:** 10434  
**Dept:** Division of Transportation  
**Contact:** Ed Morgan  
**Phone:** 630-407-6927  
**Contract Term:** 11/13/2018 - 10/14/19  
**Contract Total:** $30,000.00  
**Assigned Committee:** Transportation

**Description of Procurement/Scope of Work/Background:** To furnish and deliver Sign Materials - Rolled Goods, for a contract total, not to exceed $30,000.00.

**Reason for Procurement:** One of the basic functions of DOT is to ensure that signs are erected and maintained along County roads. This contract provides for rolled goods that enables DOT to purchase materials which are necessary to effectively provide proper signage.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
- [ ] 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)
- [ ] 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**

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
  - [x] Under Government Joint Purchasing Act (30ILCS525) select one below
    - [ ] State of Illinois - Master Contracts #  
    - [ ] PSD #4018452
  - [ ] 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>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Oct 19, 2018</td>
<td>[Signature]</td>
<td>[Date]</td>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
<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>
</table>

---

**Packet Pg. 74**

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**Attachment:** 3M - Checklist (DT-P-0232-18 - 3M Company)

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**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
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.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Division of Transportation</th>
<th>Department Contact:</th>
<th>Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone:</td>
<td>630-407-6906</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>3M Company</td>
<td>Vendor #:</td>
<td>10434</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.

Requesting approval of a new contract to purchase Sign Materials - Rolled Goods (reflective sheeting) for a contract total, not to exceed $30,000.00.

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

One of the basic functions of DOT is to ensure that signs are erected and maintained along County roads. This contract will provide for rolled goods (reflective sheeting) that enables DOT to purchase the materials which are necessary to provide proper signage.

**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.

It is imperative that proper signage is erected and maintained along County Roads. The use of the rolled goods, along with sign blanks, allows the DuPage County Sign Shop to fabricate the signs needed along County Right of Ways.

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

DuPage County will utilize the State of Illinois Contract for the Scotch Lite Electro-Cut (EC) Film, Scotch Cal Series Vinyl and all of the Diamond Grade (DG3) Reflective Sheeting. The square foot pricing on the State of Illinois pricing is a substantial savings over historical bid pricing. The remaining items (Overlay, High Intensity, Conspicuity Tape) which are not available on the State Contract will continued to be bid for competitive pricing.

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

DuPage County Division of Transportation recommends award of a contract to 3M under State of Illinois contract # 3M-0001SERV to purchase all of the Scotch Lite Electro-Cut (EC) Film, Scotch Cal Series Vinyl and all of the Diamond Grade (DG3) Reflective Sheeting. Remaining items were competitively bid and contracted (3198-0001SERV)

1. Do not utilize the savings afforded using the SOI contract. Competitively bid the entire 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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Budget</th>
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<th>Contract Amount</th>
<th>Source of Funds</th>
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<tr>
<td>FY2019</td>
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<td>3510</td>
<td>$29,500.00</td>
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</table>
Advanced Search

Search for:
- [ ] Bids
- [ ] Contracts/Blankets

Search Using:
- [ ] ALL of the criteria

Search Fields:
- Contract/Blanket #
- Description: reflective
- Vendor Name
- Type Code
- Catalog
- Expiration Date (MM/DD/YYYY): From [ ] To [ ]
- Item Description
- Organization
- Department
- NIGP Class
- NIGP Class Item
- Commodity Code

Include Expired

Find It  Clear

Results

<table>
<thead>
<tr>
<th>Contract/Blankets #</th>
<th>Bid #</th>
<th>Description</th>
<th>Vendor Name</th>
<th>Type Code</th>
<th>Begin Date</th>
<th>End Date</th>
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<tbody>
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<td>10/14/2019</td>
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Exit

Copyright © 2018 Periscope Holdings, Inc. - All Rights Reserved. ILL-PAS3
**Master Blanket Purchase Order 18-416CMS-BOSS4-P-368**

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<td>Status:</td>
<td>3PS - Sent</td>
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<td>CMS - Central Management Services</td>
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<td>Department:</td>
<td>BOSS41610 - Strategic Sourcing</td>
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<tr>
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<td>20</td>
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| Release Number: | 0 |
| Short Description: | PSD REFLECTIVE MATERIALS |
| Purchaser: | Wayne Ilsley |
| PO Type: | Blanket |
| Location: | AG001 - Strategic Sourcing |
| Entered Date: | 10/17/2017 02:39:57 PM |
| Retainage %: | 0.00% |
| Release Type: | Direct Release |
| Tax Rate: |  |

| Control Code: | Competitive Sealed Bidding |
| Discount %: | 0.00% |
| Pcard Enabled: | No |
| Actual Cost: | $0.00 |

- **Agency Reference Number:** 17-104285
- **Bulletin Reference Number:** 228535
- **Publication Date:** 03/22/2017
- **Enter Instructions:** |
- **Special Procurement Type:** |
- **Is this subject to Small Business Set Aside?:** No
- **Are there any items on this PO on the current CPO Approved ICI List?:** No
- **Actual Contract Begin Date:** 10/15/2017
- **Actual Contract End Date:** 10/14/2019
- **Date Contract Executed:** |
- **Number of Renewals** (number of times you can renew): 1
- **Number of Renewal Terms** (number of units in one renewal): 12
- **Months**
Renewal Term Units
(renewal indicator; ex. months, years, etc):

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Primary Vendor Information & PO Terms

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<td>Matthew Leibel</td>
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<td>3M Center</td>
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<tr>
<td>Bldg 225-4N-14</td>
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<td></td>
</tr>
<tr>
<td>St Paul, MN 55144</td>
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<tr>
<td>US</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:tbidgroup@mmm.com">tbidgroup@mmm.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(651)737-8279</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FAX:</td>
<td>(952)245-2793</td>
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PO Acknowledgements:

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Master Blanket/Contract Vendor Distributor List

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<th>Vendor ID</th>
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<td>Email</td>
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https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docId=18-4...
## Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

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<th>Dollars Spent to Date</th>
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<td>ALL ORG - Organization Umbrella</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
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<td>BOSS41610 - Strategic Sourcing</td>
<td>$0.00</td>
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### Item Information

1-5 of 20

1 2 3 4

**Print Sequence # 1.0, Item # 1:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, WIDTHS OF 3/4, 1, AND 2 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

**NIGP Code:** 550-45  
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<th>Total Cost</th>
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Manufacturer: 3M COMPANY  
Model: 3650-12 BLACK

**Print Sequence # 2.0, Item # 2:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15, 30, 36, AND 48 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-10S WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-12S BLACK 7720-114S TRANSPARENT

**NIGP Code:** 550-45  
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<th>UOM</th>
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<th>Total Cost</th>
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### Print Sequence # 3.0, Item # 3:

**NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, BLUE, WIDTHS OF 15, 36, 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY.**

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<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
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<td>$0.00</td>
<td>0.00</td>
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**Manufacturer:** 3M COMPANY  
**Make:** 2641-669-0098  
**Model:** 7725-12 BLACK

### Print Sequence # 4.0, Item # 4:

**REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30, 36, AND 48 INCH. COLOR TO BE SPECIFIED BY ORDERING AGENCY.**

<table>
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<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
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**Manufacturer:** 3M COMPANY  
**Make:** 2641-669-0083  
**Model:** SERIES 1170
Print Sequence # 5.0, Item # 5:

REFLECTIVE MATERIAL, TYPE-AP REFLECTIVE SHEETING, ALL 3PS - STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, INCH WIDTHS OF 3/4, 1, 1 1/4, 1 1/2, 1 3/4, 2, 2 1/2, 3, 3 1/2, 4, 4 1/2, 5, 5 1/2, 6, 6 1/2, 7, 7 1/2, and 8 STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE, BROWN TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. 3949 BROWN:

NIGP Code: 550-45
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<th>UOM</th>
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<th>Total Discount Amt.</th>
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Manufacturer: 3M COMPANY
Make: 2641-669-0087
Additional NIGP Code: 550-45
SAP Material/Service: 5000004960
Item Target Value: $10,000,000.00

Copyright © 2018 Periscope Holdings, Inc. - All Rights Reserved. ILL-PAS4
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information
- **Purchase Order Number:** 18-416CMS-BOSS4-P-368
- **Release Number:** 0
- **Short Description:** PSD REFLECTIVE MATERIALS
- **Purchaser:** Wayne Ilesley
- **Receipt Method:**
- **PO Type:** Blanket
- **Minor Status:**
- **Fiscal Year:** 2018
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **Alternate ID:** 9100000070
- **Days ARO:** 20
- **Entered Date:** 10/17/2017 02:39:57 PM
- **Location:** AG001 - Strategic Sourcing
- **Retainage %:** 0.00%
- **Print Dest Detail:** Always
- **Type Code:** Competitive Sealed Bidding
- **Control Code:**
- **Type:** Direct Release
- **Pcard Enabled:** No
- **Tax Rate:**
- **Actual Cost:** $0.00
- **Entered Date:**
- **Retainage %:**
- **Discount %:** 0.00%
- **Release Type:**
- **Control Code:**
- **Type Code:**
- **Type:**
- **Pcard Enabled:** No
- **Tax Rate:**
- **Actual Cost:** $0.00
- **Entered Date:**
- **Retailage %:**
- **Discount %:** 0.00%
- **Release Type:**
- **Control Code:**
- **Type Code:**
- **Type:**
- **Pcard Enabled:** No
- **Tax Rate:**
- **Actual Cost:** $0.00
- **Entered Date:**
- **Retailage %:**
- **Discount %:** 0.00%
- **Release Type:**
- **Control Code:**
- **Type Code:**
- **Type:**
- **Pcard Enabled:** No
- **Tax Rate:**
- **Actual Cost:** $0.00

## Contact Instructions:
- **Agency Reference Number:** 17-104285
- **Bulletin Reference Number:** 228535
- **Publication Date:** 03/22/2017
- **Special Procurement Type:**
- **Is this subject to Small Business Set Aside?:** No
- **Are there any items on this PO on the current CPO Approved ICI List?:** No
- **Actual Contract Begin Date:** 10/15/2017
- **Actual Contract End Date:** 10/14/2019
- **Date Contract Executed:**
- **Number of Renewals (number of times you can renew):** 1
- **Number of Renewal Terms (number of units in one renewal):** 12 Months

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
Renewal Term Units
(renewal indicator; ex. months, years, etc):
Renewal Bid Available Date: 02/05/2019
Renewal Bid Number:
Next Renewal Start Date: 10/15/2019
Fiscal Year of Obligation: 2019
Master Contract?: Yes
Original/ Old Contract/PO Number: PSD4018452
Subcontractor Utilization: No
Subcontractor Disclosed?: No
Travel Indicator: No
Fixed Price?: No
Advanced Payment?: No
Incoterm Key:
Incoterm Location (City):
Usage % Alert:
Validity Alert (Days):
SAP Vendor Number: 9000564794
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date:
Release End Date:
Primary Vendor Information & PO Terms
Vendor: V00005735 - 3M Company
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbidgroup@mmm.com
Phone: (651)737-8279
FAX: (888)245-2753

<table>
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<tr>
<th>PO Acknowledgements:</th>
<th>Document</th>
<th>Notifications</th>
<th>Acknowledged Date/Time</th>
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Master Blanket/Contract Vendor Distributor List

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### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

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<tr>
<td>ALL ORG - Organization Umbrella Master Control</td>
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### Item Information

**Print Sequence # 6.0, Item # 6:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, WIDTHS OF 3/4, 1, AND 2 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

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<tbody>
<tr>
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</tbody>
</table>

<table>
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<tr>
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<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
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<th>Total Discount Amt.</th>
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<th>Total Cost</th>
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</thead>
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<tr>
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**Manufacturer:** 3M COMPANY  
**Model:** MODEL 3650-12 BLACK

**Print Sequence # 7.0, Item # 7:** NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15 & 30 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-10S WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-12S BLACK 7720-114S TRANSPARENT

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
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<td>$0.00</td>
<td></td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>
### Print Sequence # 8.0, Item # 8:

**NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 3PS - 50-YARD ROLL, BLACK, WIDTHS OF 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY**

<table>
<thead>
<tr>
<th>NIGP Code:</th>
<th>550-45</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheetin, Reflectorized, General, (See 801-49 for Reflective Sign Material)</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
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<td>$0.48</td>
<td>FT2 - Square Foot</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

**Manufacturer:** 3M COMPANY  
**Make:**  
**Additional NIGP Code:** 2641-669-0098  
**SAP Material/Service Master Number:** 5000003969  
**Item Target Value:** $10,000,000.00

### Print Sequence # 9.0, Item # 9:

**REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30, 36, AND 48 INCH. COLOR TO BE SPECIFIED BY ORDERING AGENCY**

<table>
<thead>
<tr>
<th>NIGP Code:</th>
<th>550-45</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheetin, Reflectorized, General, (See 801-49 for Reflective Sign Material)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Receipt Method</th>
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<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>0.0</td>
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<td>FT2 - Square Foot</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Manufacturer:** 3M COMPANY  
**Make:**  
**Additional NIGP Code:** 2641-669-0205  
**SAP Material/Service Master Number:** 5000007053  
**Item Target Value:** $20,000,000.00
**Print Sequence # 10.0, Item # 10:** REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL STANDARDS COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY.

**NIGP Code:** 550-45 Sheeting, Reflectorized, General. (See 801-49 for Reflective Sign Material)

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>$1.25</td>
<td>FT2 - Square Foot</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

**Manufacturer:**

**Make:**

**Additional NIGP Code:** 2641-669-0085

**SAP Material/Service Master Number:** 5000004961

**Item Target Value:** $10,000,000.00

---

6-10 of 20
1 2 3 4

Exit
# Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

## Header Information
- **Purchase Order Number:** 18-416CMS-BOSS4-P-368
- **Status:** 3PS - Sent
- **Fiscal Year:** 2018
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **Alternate ID:** 9100000070
- **Days ARO:** 20
- **Print Dest Detail:** Always
- **Catalog ID:**

## Contact Instructions:
- **Agency Reference Number:** 17-104285
- **Bulletin Reference Number:** 228535
- **Publication Date:** 03/22/2017

## Special Procurement Type:
- **Is this subject to Small Business Set Aside?:** No
- **Are there any items on this PO on the current CPO Approved ICI List?:** No
- **Actual Contract Begin Date:** 10/15/2017
- **Actual Contract End Date:** 10/14/2019
- **Date Contract Executed:**

## Price Information:
- **Release Number:** 0
- **Short Description:** PSD REFLECTIVE MATERIALS
- **Release Method:** Quantity
- **Purchaser:** Wayne Ilsley
- **PO Type:** Blanket
- **Minor Status:**
- **Location:** AG001 - Strategic Sourcing
- **Entered Date:** 10/17/2017 02:39:57 PM
- **Retainage %:** 0.00%
- **Type Code:** Competitive Sealed Bidding
- **Control Code:**
- **Discount %:** 0.00%
- **Tax Rate:**
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

## Contract Information:
- **Number of Renewals (number of times you can renew):** 1
- **Number of Renewal Terms (number of units in one renewal):** 12
- **Months**

---

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
Renewal Term Units
(renewal indicator; ex.
months, years, etc):

Renewal Bid Available
Date: 02/05/2019

Renewal Bid Number:

Next Renewal Start Date: 10/15/2019

Fiscal Year of Obligation: 2019

Master Contract?: Yes

Original/Old Contract/PO
Number: PSD4018452

Subcontractor Utilization: No

Subcontractor Disclosed?: No

Travel Indicator: No

Fixed Price?: No

Advanced Payment?: No

Incoterm Key:

Incoterm Location (City):

Usage % Alert:

Validity Alert (Days):

SAP Vendor Number: 9000564794

Full SAP Contract Value: $9,999,999.00

No-Cost Contract?: No

Release Begin Date:

Release End Date:

Primary Vendor Information & PO Terms

Vendor: 

Payment Terms: NA

Shipping Method: Best Way

Shipping Terms: See Incoterm Key on PO

Freight Terms: Freight Prepaid

V00005735 - 3M Company
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbidgroup@mmm.com
Phone: (651)737-8279
FAX: (888)246-2733

PO Acknowledgements:

Document | Notifications | Acknowledged Date/Time
---|---|---
Change | Emailed to tnortheast@mmm.com at 06/25/2018 01:38:06 PM
Order 1 | |
Change | Emailed to tnortheast@mmm.com at 10/18/2018 08:46:01 AM
Order 2 | |

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>V00005735</td>
<td>3M Company</td>
<td>Email</td>
<td>Active</td>
</tr>
</tbody>
</table>
## Master Blanket/Contract Controls

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL ORG - Organization Umbrella</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$456,681.48</td>
<td>$0.00</td>
</tr>
<tr>
<td>Master Control</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>416CMS - CMS - Central Management</td>
<td>BOSS41610 - Strategic Sourcing</td>
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<td>$0.00</td>
<td>$0.00</td>
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## Item Information

**Print Sequence # 11.0, Item # 11:**
REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 3981: FL YELLOW 3983: FL YELLOW/GREEN

<p>| NIGP Code: 550-45 | Sheetings, ReflectORIZED, General, (See 801-49 for Reflective Sign Material) |
|穿梭 | |</p>
<table>
<thead>
<tr>
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<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
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<td>FT2</td>
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<td>$0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>Make:</td>
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<td></td>
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<tr>
<td>Item Target Value:</td>
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**Print Sequence # 12.0, Item # 12:**
REFLECTIVE MATERIAL, TYPE-AZ REFLECTIVE SHEETING, ALL FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 12.25, 12.75, 15, 18, 24, 30, 36, 48 INCH. STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 3981: FL YELLOW 3983: FL YELLOW/GREEN

| NIGP Code: 550-45 | Sheetings, ReflectORIZED, General, (See 801-49 for Reflective Sign Material) |
|穿梭 | |

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
<table>
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<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0</td>
<td><strong>$0.48</strong></td>
<td>FT2 - Square Foot</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Manufacturer: Brand: 3M COMPANY Model: SERIES 3650-12 BLACK

Make: Packaging:

Additional NIGP Code: 2641-669-0099

SAP Material/Service Master Number: 5000004963

Item Target Value: $10,000,000.00

Print Sequence # 13.0, Item # 13: NON-REFLECTIVE MATERIAL, VINYL SHEETING, ALL STANDARD NON-METALLIC COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF 15 & 30 INCH. NOTE: SHALL BE PERFORATED FOR PIN WHEEL REGISTRY CUTTING MACHINES. TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG #: 7720-10S WHITE (ONLY AVAILABLE 15" X 50 YDS AND 30" X 50 YDS) 7720-12S BLACK 7720-114S TRANSPARENT

<table>
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<tr>
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<th>UOM</th>
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<th>Total Discount Amt</th>
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<td>$0.00</td>
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<td>$0.00</td>
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Manufacturer: Brand: 3M COMPANY Model: SERIES 3650-12 BLACK

Make: Packaging:

Additional NIGP Code: 2641-669-0099

SAP Material/Service Master Number: 5000004963

Item Target Value: $10,000,000.00

Print Sequence # 14.0, Item # 14: NON-REFLECTIVE MATERIAL, VINYL SHEETING, PRESSURE SENSITIVE, 50-YARD ROLL, BLACK, WIDTHS OF 24 AND 48 INCH, PLASTIC LINER FOR BED CUTTING MACHINES. WIDTH TO BE SPECIFIED BY AGENCY.

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
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<th>Total Cost</th>
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<tbody>
<tr>
<td></td>
<td>0.0</td>
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Manufacturer: Brand: 3M COMPANY Model: SERIES 3650-12 BLACK

Make: Packaging:

Additional NIGP Code: 2641-669-0099

SAP Material/Service Master Number: 5000004963

Item Target Value: $10,000,000.00

NIGP Code: 550-45 Sheet, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)
Manufacturer: 3M COMPANY  
Model: SERIES 7725-12  

**Print Sequence # 15.0, Item # 15:** REFLECTIVE MATERIAL, ACRYLIC, ELECTRONIC CUTTABLE, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 18, 24, 30 36, AND 48 INCH, COLOR TO BE SPECIFIED BY ORDERING AGENCY

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>0.0</td>
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<td>$0.00</td>
<td>$0.00</td>
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**Receipt Method**

- Quantity: 0.0
- Unit Cost: $0.67
- UOM: FT2 - Square Foot
- Discount %: 0.00
- Total Discount Amt.: $0.00
- Tax Rate: $0.00
- Tax Amount: $0.00
- Total Cost: $0.00

**Manufacturer:** 3M COMPANY  
**Model:** SERIES 1170  

**NIGP Code:** 550-45  
Sheeting, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)  

**Additional NIGP Code:** 2641-669-0205  

**SAP Material/Service Master Number:** 5000004957  
**Item Target Value:** $10,000,000.00
## Master Blanket Purchase Order 18-416CMS-BOSS4-P-368

**Header Information**

<table>
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<tr>
<th>Purchase Order Number: 18-416CMS-BOSS4-P-368</th>
<th>Release Number: 0</th>
<th>Short Description: PSD REFLECTIVE MATERIALS</th>
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<tbody>
<tr>
<td>Status: 3PS - Sent</td>
<td>Purchaser: Wayne Ilsley</td>
<td>Receipt Method:</td>
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<tr>
<td>Fiscal Year: 2018</td>
<td>PO Type: Blanket</td>
<td>Minor Status:</td>
</tr>
<tr>
<td>Organization: CMS - Central Management Services</td>
<td>Location: AG001 - Strategic Sourcing</td>
<td>Type Code: Competitive Sealed Bidding</td>
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<tr>
<td>Department: BOSS41610 - Strategic Sourcing</td>
<td>Entered Date: 10/17/2017 02:39:57 PM</td>
<td>Control Code:</td>
</tr>
<tr>
<td>Alternate ID: 9100000070</td>
<td>Retainage %: 0.00%</td>
<td>Discount %: 0.00%</td>
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<tr>
<td>Days ARO: 20</td>
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<td>Print Dest Detail: Always</td>
<td>Tax Rate:</td>
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</table>

**Contact Instructions:**

<table>
<thead>
<tr>
<th>Agency Reference Number: 17-104285</th>
<th>Bulletin Reference Number: 228535</th>
<th>Publication Date: 03/22/2017</th>
</tr>
</thead>
</table>

**Special Procurement Type:**

| Is this subject to Small Business Set Aside?: No | Are there any items on this PO on the current CPO Approved ICI List?: No |

**Actual Contract Begin Date:** 10/15/2017

**Actual Contract End Date:** 10/14/2019

**Date Contract Executed:**

| Number of Renewals (number of times you can renew): 1 | Number of Renewal Terms (number of units in one renewal): 12 Months |

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo
Renewal Term Units (renewal indicator; ex. months, years, etc):
Renewal Bid Available Date: 02/05/2019
Renewal Bid Number: 
Next Renewal Start Date: 10/15/2019
Fiscal Year of Obligation: 2019
Master Contract?: Yes
Original/Old Contract/PO Number: PSD4018452
Subcontractor Utilization: No
Subcontractor Disclosed?: No
Travel Indicator: No
Fixed Price?: No
Advanced Payment?: No
Incoterm Key: 
Incoterm Location (City): 
Usage % Alert: 
Validity Alert (Days): 
SAP Vendor Number: 9000564794
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date: 
Release End Date: 
Primary Vendor Information & PO Terms
Vendor: V00005735 - 3M Company
Matthew Leibel
3M Center
Bldg 225-4N-14
St Paul, MN 55144
US
Email: tbidgroup@mmm.com
Phone: (651)737-8279
FAX: (888)248-2733
Payment Terms: NA
Shipping Method: Best Way
Shipping Terms: See Inco Term Key on PO
Freight Terms: Freight Prepaid

PO Acknowledgements:

<table>
<thead>
<tr>
<th>Document</th>
<th>Notifications</th>
<th>Acknowledged Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order 1</td>
<td>Emailed to <a href="mailto:tnortheast@mmm.com">tnortheast@mmm.com</a> at 06/25/2018 01:38:06 PM</td>
<td></td>
</tr>
<tr>
<td>Change Order 2</td>
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</tbody>
</table>

Master Blanket/Contract Vendor Distributor List

<table>
<thead>
<tr>
<th>Vendor ID</th>
<th>Vendor Name</th>
<th>Preferred Delivery Method</th>
<th>Vendor Distributor Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>V00005735</td>
<td>3M Company</td>
<td>Email</td>
<td>Active</td>
</tr>
</tbody>
</table>
**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 10/15/2017  
**Master Blanket/Contract End Date:** 10/14/2019  
**Cooperative Purchasing Allowed:** Yes

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL ORG - Organization Umbrella Master Control</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$456,681.48</td>
<td>$0.00</td>
</tr>
<tr>
<td>416CMS - CMS - Central Management Services</td>
<td>BOSS41610 - Strategic Sourcing</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Item Information**

16-20 of 20  
1 2 3 4

**Print Sequence # 16.0, Item # 16:**  
REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, ALL STANDARD COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, IN WIDTHS OF 6, 12.25, 12.75, 15, 18, 24, 30, 36, 48; AND 3/4, 1, 2, 3 INCH WIDE BORDER ROLL STANDARD COLORS AVAILABLE AS FOLLOWS: WHITE, YELLOW, RED, GREEN, BLUE TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY.

NIGP Code: 550-45  
Sheeting, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Quantity</td>
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<td>$1.73</td>
<td>FT2 - Square Foot</td>
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Manufacturer: 3M COMPANY  
Model: SERIES 4090

**Print Sequence # 17.0, Item # 17:**  
REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, FLUORESCENT ORANGE ONLY, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12.25, 12.75, 15, 18, 24, 30, 36, AND 48 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

NIGP Code: 550-45  
Sheeting, ReflectORIZED, General, (See 801-49 for Reflective Sign Material)

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State of Illinois - Master Blanket

### Print Sequence # 18.0, Item # 18:

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<td></td>
<td>$0.00</td>
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Manufacturer: 3M COMPANY  
Make:  
Additional NIGP Code: 2641-669-0190  
SAP Material/Service: 5000004964  
Item Target Value: $10,000,000.00

**REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, STANDARD 3PS FLUORESCENT COLORS, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12.25, 12.75, 15, 18, 24, 30, 36, AND 48 INCH, STANDARD COLORS AVAILABLE AS FOLLOWS: FLUORESCENT-LIME (YELLOW-GREEN) AND STANDARD FLUORESCENT-YELLOW TYPE / COLOR / WIDTH TO BE SPECIFIED BY ORDERING AGENCY. CATALOG#: 4081: FL YELLOW 4083: FL YELLOW/GREEN**

### Print Sequence # 19.0, Item # 19:

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Manufacturer: 3M COMPANY  
Make:  
Additional NIGP Code: 2641-669-0191  
SAP Material/Service: 5000004965  
Item Target Value: $10,000,000.00

**REFLECTIVE MATERIAL, TYPE-ZZ REFLECTIVE SHEETING, PRESSURE SENSITIVE, "PURPLE" FHWA TOLL/EXPRESS COLOR, 50-YARD ROLL, WIDTH OF: 12.75, 36, AND 48 INCH. WIDTH TO BE CONFIRMED BY ORDERING AGENCY 4058 IS ONLY AVAILABLE IN 12.75" X 50 YDS AND 48" X 50 YDS.**

### Additional NIGP Code: 550-45

Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)
State of Illinois - Master Blanket

Print Sequence # 20.0, Item # 20: REFLECTIVE MATERIAL, TYPE-AA REFLECTIVE SHEETING, FLUORESCENT ORANGE ONLY, PRESSURE SENSITIVE, 50-YARD ROLL, WIDTHS OF: 6, 12,25, 15, 18, 24, 30, 36, AND 48 INCH. WIDTH TO BE SPECIFIED BY ORDERING AGENCY

NIGP Code: 550-45
Sheeting, Reflectorized, General, (See 801-49 for Reflective Sign Material)

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<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
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<td>FT2 - Square Foot</td>
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<td>0.00</td>
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</tr>
</tbody>
</table>

Manufacturer: 3M COMPANY
Model: 3924S

Copyright © 2018 Periscope Holdings, Inc. - All Rights Reserved. ILL-PAS2
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: 3M Company</th>
<th>Company Contact: Denise McManion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 651-738-4218</td>
<td>Contact Email: <a href="mailto:dmcm@3m.com">dmcm@3m.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 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 the lobbyist, 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.

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

(Click to Sign)

Printed Name: Denise McManion
Title: Proposal and Contract Administrator
Date: 3/26/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page (total number of pages) of
AWARDING RESOLUTION
ISSUED TO CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
TO PROVIDE CELLULAR/WIRELESS SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $57,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Cellco Partnership d/b/a Verizon Wireless, to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide cellular/wireless services, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, is hereby approved for issuance to Cellco Partnership d/b/a Verizon Wireless, One Verizon Way, Schaumburg, Illinois 60173, for a contract total not to exceed $57,000.00.

Enacted and approved this 13th day of November, 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: Tim Elliott, District 4
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>DEPARTMENT</th>
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<tr>
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<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
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<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$57,000.</td>
<td>REQUESTING DEPT.</td>
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<td>TRANSPORTATION COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
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<th>Time</th>
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</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>10/24/2018 11:26 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
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<tr>
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<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

- **Vendor:** Cellco Partnership dba Verizon Wireless
- **Vendor #:** 10597
- **Attn:** Anthony Durpetti
- **Email:** Anthony.Durpetti@verizonwireless.com
- **Address:** One Verizon Way
- **City:** Schaumburg
- **State:** IL
- **Zip:** 60173
- **Phone:** 630-800-0768

---

**Send Invoices To:**

- **Dept:** Division of Transportation
- **Division:**
- **Attn:** Kathleen Curcio
- **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road
- **Room:**
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:**

---

**Send Payments To:**

- **Vendor:** Cellco Partnership dba Verizon Wireless
- **Vendor #:** 10597
- **Attn:** Email:
- **Address:** PO Box 25505
- **City:** Lehigh Valley
- **State:** PA
- **Zip:** 18002-5502
- **Phone:**
- **Fax:**

---

**Shipment Information**

- **PO 20 Delivery Date:**
- **Requisitioner:**

---

**Item Detail**

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**Header Comments**

- **D.O.T. Cellular and Wireless Services**

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

- Per State of Illinois Master Contract CMS793372P

**User Department Internal Notes**

- Trans Committee - 11.06.18
- County Board - 11.13.18

---

**Requisition Total:** $57,000.00

---

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

### Vendor:
- Cellco Partnership dba Verizon Wireless

### Vendor #: 10597

### Contract Term:
- 12/01/2018 - 11/30/2019

### Contract Total:
- $57,000.00

### Dept:
- Division of Transportation

### Contact:
- Kathleen Curcio

### Phone:

### Assigned Committee:
- Transportation

### Description of Procurement/Scope of Work/Background:
Provide wireless services including basic cellular voice, smartphones, wireless data and push to talk. Replace, upgrade and obtain new wireless equipment and accessories.

### Reason for Procurement:
To provide wireless service and equipment to Division of Transportation.

### FUNDING SOURCE:
- Procurement budgeted for (FY and budget code(s)): 1500-3500-53260/1500-3510-53260/1500-3500-52100

### 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)
- 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)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - State of Illinois - Master Contracts # ____________ CMS793372P
- 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>kbc</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
</tr>
<tr>
<td>Date Recommended for Approval</td>
<td>Date</td>
</tr>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only):

<table>
<thead>
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<th>^</th>
<th>10-29-18</th>
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<tr>
<td>Buyer</td>
<td>Date</td>
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<tr>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office</td>
<td>Date</td>
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</table>

<table>
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<th>10-26-18</th>
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<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
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---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.8
9/11/17

Attachment: Verizon Wireless - Checklist (DT-P-0293-18 : Cellco Partnerships dba Verizon Wireless)
**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.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Kathleen Curcio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
<td>Contact Phone: 6900</td>
</tr>
<tr>
<td>Vendor Name: Cellco Partnership dba Verizon Wireless</td>
<td>Vendor #: 10597</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.

Approve a procurement for wireless services including basic cellular voice, smartphones, wireless data and push to talk for the County with Verizon Wireless using the State of Illinois Master Contract.

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

The County currently has over 1000 cellular devices for use for County business. Providing this service aids the employees in accomplishing their responsibilities.

**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.

Allowing employees to have contact with customers when not in their offices.

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

The County’s current provider of wireless services is Verizon Wireless. The State of Illinois has bid and awarded Verizon Wireless a master contract for this service. Given that the County has well over 1000 cellular devices with Verizon Wireless, infrastructure in place to boost the Verizon signals, and that the pricing for this service has been pre-bid by the State of Illinois, we believe that continuing to utilize this cellular provider is the best decision for the County.

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

One option is to switch to another carrier. This would entail replacing all cellular devices in the County as well as replacing or adding cellular signal boosters throughout the County. Both of these would require a large capital expenditure.

**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.

Approximately $57,000.00 per year.
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/CourtBoard/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 1 of 1 (total number of pages)
WHEREAS, the County of DuPage (hereinafter referred to as 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.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL; and

WHEREAS, DLZ Illinois, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $409,505.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and DLZ Illinois, Inc. be hereby accepted and approved for a contract total not to exceed $409,505.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to DLZ Illinois, Inc., 8430 W. Bryn Mawr Ave., Suite 100, Chicago, Illinois 60631, by and through the Division of Transportation.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**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.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
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<tbody>
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<td><strong>October 25, 2018</strong></td>
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<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td><strong>$409,505.</strong></td>
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<tr>
<td><strong>REQUESTING DEPT.</strong></td>
<td><strong>TRANSPORTATION COMMITTEE</strong></td>
</tr>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tbody>
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<td>10/25/2018 11:33 AM</td>
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## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** DLZ Illinois, Inc.
- **Vendor #:**
- **Attn:** Gregory Brumm
  - **Email:** gbrumm@dlz.com
- **Address:** 8430 W. Bryn Mawr Ave, Suite 100
- **City:** Chicago
  - **State:** IL
  - **Zip:** 60631
- **Phone:** 773-283-2600
- **Fax:** 773-283-2602

### Send Invoices To:
- **Dept:** Division of Transportation
- **Attn:** William Eidson
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
  - **State:** IL
  - **Zip:**
- **Phone:** 630-407-6900

### Send Payments To:
- **Vendor:** Same as Above
- **Attn:**
- **Address:**
- **City:**
  - **State:** IL
  - **Zip:**
- **Phone:**
- **Fax:**

### Ship To:
- **Vendor #:**
- **Dept:**
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
  - **State:** IL
  - **Zip:**
- **Phone:**
- **Fax:**

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**

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**Requisition Total:** $409,505.00

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

Professional Phase III Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL

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

Last Invoice Date 11/30/2021

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

Transportation - 11/06/18
County Board - 11/13/18

FY19 $368,555.00
FY20 $40,950.00

---

**DO NOT SEND P.O. DOT ONLY**

---

**SM-P-0294-18**
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
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<tr>
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<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: William Eidson</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
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### Description of Procurement/Scope of Work/Background

Professional Phase III Construction Engineering Services for the DuPage County Central Signal System, Section 17-DCCSS-01-TL

### Reason for Procurement

See attached Decision Memo

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1500-3500-54040, 1500-35645-54040, 1500-3647-54040, 1500-3648-54040
- Funds identified in budget line(s):

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE #, BID # or RFP # (attach applicable Tabulation)
- (QUOTE Less Than $25,000; BID Equal To or Greater Than $25,000)
- EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (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:

### BASIS OF DECISION MEMO (attach Decision Memo)

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- 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)

SL | Oct 24, 2018 | Recommended for Approval | Date | 10/25/18 | IT Approval, if required | Date |
---|-------------|-------------------------|------|---------|------------------------|------|
Prepared By | Date | | | |

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
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**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

**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.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: William Eidson</th>
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<tbody>
<tr>
<td>Contact Email: <a href="mailto:william.eidson@dupageco.org">william.eidson@dupageco.org</a></td>
<td>Contact Phone: 630 407-6890</td>
</tr>
<tr>
<td>Vendor Name: DLZ Illinois, Inc.</td>
<td>Vendor #:</td>
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**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

The Division of Transportation (DOT) is in need of professional construction engineering services for the traffic signal improvements associated with expanding the county's Central Signal System. The total contract cost is $409,505. The project is federally funded through the Congestion Mitigation and Air Quality (CMAQ) program and the federal share is 80%.

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

The project, which includes a connection to Naperville’s Centralized Traffic Management System, will install fiber optic cable, conduit, modernized traffic signal control equipment, and pan-tilt-zoom (PTZ) cameras at locations throughout the southern portion of the County. Contract with DLZ Illinois, Inc., will provide construction engineering assistance and expertise, helping DOT staff monitor the progress of the electrical contractor on the Central Signal System Expansion project. Work will include on-site observation of construction activities, daily logs, all necessary IDOT and federal paperwork, and all related Resident Engineer functions.

**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 benefit the county by ensuring that Contractor activities are observed and documented, and all requests for changes are adequately supported to ensure the best use of County funds. The project is a joint effort with the City of Naperville through an intergovernmental agreement. The County is the lead agency.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 7 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by DLZ Illinois, Inc., is qualified and has the staff available to perform the work on behalf of the County.

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

1) Award the traffic engineering assistance contract to DLZ Illinois, Inc.
2) Perform work utilizing in-house staff.
3) Soliciting additional proposals for a new contract.

DOT feels it is in the best interest of the County to award a contract to DLZ Illinois, Inc. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of resources to the project. The consultant will only be paid as utilized.

**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.

The total FY 19 fiscal impact for this contract is anticipated to be $368,555. DOT has allocated sufficient funds in our FY 19 budget to pay for this contract. The remaining balance of $40,950 will be accounted for in our FY 20 budget. Of the total cost of $409,505, the federal government will reimburse the County up to $327,604. The City of Naperville is responsible to reimburse DuPage County approximately 11% of the local agency share of the construction engineering contract per the intergovernmental agreement, or approximately $9,000.
I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   c. For soils, to obtain samples and perform testing as noted below.

   d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

THE ENGINEER shall perform the following tasks described above under the construction contract according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Geometric control including all construction staking and construction layouts.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Measurement and computation of pay items.

k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

m. Revision of contract drawings to reflect as built conditions.

n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

   a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

   b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

   Cost Plus Fixed Fee Formulas

   \[
   FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC], \text{ or } FF = 14.5\%[(2.3 + R)DL + IHDC]
   \]

   Where:
   - DL = Direct Labor
   - IHDC = In House Direct Costs
   - OH = Consultant Firm's Actual Overhead Factor
   - R = Complexity Factor
   - FF = Fixed Fee
   - SBO = Services by Others

   Total Compensation = DL + IHDC + OH + FF + SBO

   Specific Rate
   - (Pay per element)

   Lump Sum
   - __________________________

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
6. The recipient shall not discriminate on the basis of the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER’s subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required for construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER’s last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER’s actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 11 of Section 1.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(I) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.
## Agreement Summary

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<th>Prime Consultant</th>
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Sub-Consultant Total: $92,062.00  
Prime Consultant Total: $317,443.00  
Total for all Work: $409,505

Executed by the LPA:

ATTEST:
By:  
Clerk  
(Municipality/Township/County)
Title:  
(SEAL)

Executed by the ENGINEER:

ATTEST:
By:  
Gregory R. Brumm  
Title: President
### Exhibit A - Construction Engineering

**Route:** Various
**Local:** DuPage County Division of Transportation
(Municipality/Township/County)
**Section:** 17-DCCSS-01-TL
**Project:** Q1HB(040)
**Job No.:** C-91-128-18

*Firm's approved rates on file with Bureau of Accounting and Auditing:

- Overhead Rate (OH): 158.96%
- Complexity Factor (R): 0.00%
- Calendar Days: [blank]

#### Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1: 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2: 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate: [blank]
- Lump Sum: [blank]

#### Cost Estimate of Consultant's Services in Dollars

<table>
<thead>
<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead (OH*DL)</th>
<th>Services by Others (SBO)</th>
<th>In-House Direct Costs (IHDC)</th>
<th>Fixed Fee (FF)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Const Mangment</td>
<td>Resident Proj</td>
<td>58.00</td>
<td>$62.17</td>
<td>$3,605.86</td>
<td>$5,731.87</td>
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<td>$13,150.00</td>
<td>$3,260.72</td>
<td>$117,812.45</td>
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<td>Civil Eng III PT</td>
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<td>$52.14</td>
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<tr>
<td>Const Mangment</td>
<td>Cons Obv Man</td>
<td>200.00</td>
<td>$44.12</td>
<td>$8,824.00</td>
<td>$14,026.63</td>
<td>$0.00</td>
<td>$3,313.34</td>
<td>$26,163.97</td>
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</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td>2,208.00</td>
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<td>$101,747.66</td>
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<td>$408,811.90</td>
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Page 1 of 8
Printed on 10/23/2018 1:44:20 PM

Attachment: DLZ Illinois Inc. Agreements (DT-P-0294-18 : DLZ Illinois, Inc.)
**Prime Consultant**

<table>
<thead>
<tr>
<th>Name</th>
<th>DLZ Illinois, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>8430 W. Bryn Mawr</td>
</tr>
<tr>
<td>Telephone</td>
<td>(773) 283-2600</td>
</tr>
<tr>
<td>TIN Number</td>
<td></td>
</tr>
</tbody>
</table>

**Project Information**

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>DuPage County</th>
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</thead>
<tbody>
<tr>
<td>Section Number</td>
<td>17-DCCSS-02-TL</td>
</tr>
<tr>
<td>Project Number</td>
<td>Q1HB(040)</td>
</tr>
<tr>
<td>Job Number</td>
<td>C-91-128-18</td>
</tr>
</tbody>
</table>

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB Sterlin Consultants, Inc.</td>
<td>364149498</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Consultant Total: 
Prime Consultant Total: 
Total for all Work Completed: 

**Signature and title of Prime Consultant**

**Date**

**Note:** The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.
Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency: DuPage County
Section Number: 17-DCCSS-02-TL
Project Number: Q1HB(040)
Job Number: C-91-128-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☒ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the BLRS Manual? ☒ Yes ☐ No

If no, IDOT’s approval date: __________

3. Was the scope of services for this project clearly defined? ☒ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: 06/28/2018

Method(s) used for advertisement and dates of advertisement: Posted on DuPage County website and email notification. Dates of advertisement: 6/7/18 - 6/28/18

5. Do the written QBS policies and procedures cover conflicts of interest? ☒ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☒ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☒ Yes ☐ No

<table>
<thead>
<tr>
<th>Criteria for this project</th>
<th>Weighting</th>
<th>Criteria for this project</th>
<th>Weighting</th>
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</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>30%</td>
<td>DBE/WBE Participation</td>
<td>5%</td>
</tr>
<tr>
<td>Firm Experience</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Capabilities</td>
<td>30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Load Capacity</td>
<td>10%</td>
<td></td>
<td></td>
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</tbody>
</table>

8. Do the written QBS policies and procedures discuss the method of selection? ☒ Yes ☐ No

Selection committee (titles) for this project: Director/County Engineer, Chief Highway Engineer and Traffic Engineer

Top three consultants selected for this project in order: 1) DLZ Illinois, Inc. 2) Hampton Lenzini Renwick 3) Christopher B. Burke Engineering, Ltd.

If less than 3 responses were received, IDOT’s approval date:

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☒ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☒ Yes ☐ No

11. Were acceptable costs for this project verified? ☒ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☒ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☒ Yes ☐ No

Page 9 of 9
Printed on 10/23/2018 3:54:27 PM
October 11, 2018

DuPage Central Signal System (Phase III)
Section: 17-DCCSS-01-TL

RE: Scope of Services for Construction Management

- Daily observation and documentation of the contractor’s activities.
- Measurement of the contractor’s work as related to contract pay items.
- Preparation of Change Orders and Pay Estimates.
- Coordination of QA materials inspection.
- Preparation and submittal of weekly reports.
- Preparation of record drawings.
- Coordination of bi-weekly meetings as necessary.
- Prepare and submit final paperwork as required by IDOT.
- Act as the liaison between the contractor, DuPage County, IDOT and the public.
- Monitor the Traffic Control Devices.
- Ensure the Improvement is constructed in accordance with the plans and specifications.

Deliverables

- Record Drawings
- Project Box (Diary, IDR’s, Quantity Book, Field Books, Records, etc...)
# PAYROLL ESCALATION TABLE

## FIXED RAISES

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>PRIME/SUPPLEMENT</th>
<th>PTB-ITEM#</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLZ</td>
<td>Prime</td>
<td>184</td>
</tr>
<tr>
<td>GRB</td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>10/19/18</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>11 MONTHS</th>
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<tbody>
<tr>
<td>START DATE</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>END DATE</td>
<td>1/31/2020</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OVERHEAD RATE</th>
<th>158.96%</th>
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</thead>
<tbody>
<tr>
<td>COMPLEXITY FACTOR</td>
<td>0</td>
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<tr>
<td>% OF RAISE</td>
<td>3%</td>
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</table>

## ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>year</th>
<th>First date</th>
<th>Last date</th>
<th>Months</th>
<th>% of Contract</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>3/1/2019</td>
<td>1/1/2020</td>
<td>10</td>
<td>90.91%</td>
</tr>
<tr>
<td>1</td>
<td>1/2/2020</td>
<td>2/1/2020</td>
<td>1</td>
<td>9.36%</td>
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</table>

The total escalation = 0.27%
Note: Rates should be capped on the AVG tab as necessary.

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<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
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<tr>
<td>Principal</td>
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<tr>
<td>Resident Project Engineer</td>
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<td>$62.17</td>
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<tr>
<td>Civil Engineer III</td>
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<td>$58.16</td>
</tr>
<tr>
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<td>$52.00</td>
<td>$52.14</td>
</tr>
<tr>
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<td>$45.12</td>
</tr>
<tr>
<td>Civil Engineer II PT</td>
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<td>$45.12</td>
</tr>
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<td>Civil Engineer I</td>
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<td>$38.10</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$50.00</td>
<td>$50.14</td>
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<tr>
<td>Instrument Person</td>
<td>$41.00</td>
<td>$41.11</td>
</tr>
<tr>
<td>Construction Observer Manage</td>
<td>$44.00</td>
<td>$44.12</td>
</tr>
<tr>
<td>Designer I</td>
<td>$30.00</td>
<td>$30.08</td>
</tr>
<tr>
<td>Technician II</td>
<td>$24.00</td>
<td>$24.07</td>
</tr>
<tr>
<td>Technician I</td>
<td>$20.00</td>
<td>$20.05</td>
</tr>
<tr>
<td>Technician I PT</td>
<td>$17.00</td>
<td>$17.05</td>
</tr>
<tr>
<td>Clerical</td>
<td>$24.00</td>
<td>$24.07</td>
</tr>
<tr>
<td>Intern</td>
<td>$18.00</td>
<td>$18.05</td>
</tr>
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</table>
COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant
Date: 10/19/18

<table>
<thead>
<tr>
<th>FIRM</th>
<th>DLZ</th>
<th>PTB-ITEM #</th>
<th>Prime/Supplement</th>
<th>Prime</th>
<th>PRIME/SUPPLEMENT</th>
<th>Prime</th>
</tr>
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<tbody>
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</table>

<table>
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<tr>
<th>DBE DROP BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS (A)</th>
<th>(B)</th>
<th>(C)</th>
<th>DIRECT COSTS (D)</th>
<th>FIXED FEE (E)</th>
<th>SERVICES BY OTHERS (G)</th>
<th>DBE TOTAL (H)</th>
<th>TOTAL (B-G)</th>
<th>% OF GRAND TOTAL</th>
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<td>15,748</td>
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<tr>
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Subconsultant DL

TOTALS 2208 101,753 161,747 19,000 40,781 86,214 92,064 409,505 100.00%

DBE 22.48%

Printed 10/19/2018 4:22 PM

Page 1 of 1

Packet Pg. 122
# AVERAGE HOURLY PROJECT RATES

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJ. RATES</th>
<th>Resident Project Engineer</th>
<th>Civil Engineer III PT</th>
<th>Civil Engineer II</th>
<th>Construction Observer Man</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgt Avg</td>
<td>Hours</td>
<td>% Part.</td>
</tr>
<tr>
<td>Principal</td>
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<td>70.19</td>
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<td>8.81%</td>
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<td>190.0</td>
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<td>45.12</td>
<td>1,760.0</td>
<td>79.71%</td>
<td>35.97</td>
<td>1,760.0</td>
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<tr>
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<td></td>
<td>45.12</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td></td>
<td>38.10</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td>50.14</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
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<tr>
<td>Instrument Person</td>
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<td>41.11</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Construction Observer Man</td>
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<td>200.0</td>
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<tr>
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<td>24.07</td>
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<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Technician I</td>
<td></td>
<td>20.05</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Technician I PT</td>
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<td>17.05</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Clerical</td>
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<td>0.0</td>
<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>Intern</td>
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<td>18.05</td>
<td>0.0</td>
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<td>0.0</td>
<td>200.0</td>
</tr>
<tr>
<td>TOTALS</td>
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<td>100.00%</td>
<td>46.08%</td>
<td>58.0%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: DLZ Illinois, Inc.
PROJECT: 17-DCCSS-01-TL

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Principal</td>
<td>70.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Resident Project Engineer</td>
<td>50.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>49.90</td>
<td>60.38</td>
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<tr>
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<td>42.90</td>
<td>53.82</td>
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<tr>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Intern</td>
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<td>19.00</td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: [Signature]
Type Name: Gregory R. Brumm
Date: 9/28/18

Approved By COUNTY: [Signature]
Date: [Signature]
Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
# Direct Costs Check Sheet

## COMPANY NAME: DLZ Illinois, Inc.

**PIT NUMBER:** 17-TSENG-00-EG / Traffic Signal Design Engineering  
**TODAY'S DATE:** 10/11/2018

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<th>ITEM</th>
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<th>QUANTITY</th>
<th>CONTRACT RATE</th>
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**TOTAL DIRECT COST**: $13,150.00

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

**LEGEND**

- **W.O.** = Work Order
- **J.S.** = Job Specific

---

*Attachment: DLZ Illinois Inc. Agreements (DT-P-0294-18 : DLZ Illinois, Inc.)*
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Pre-Construction Total: 12
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Pre-Construction Total

Construction Total = 2662
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Pre-Construction Total
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Pre-Construction Total

Attachment: DLZ Illinois Inc. Agreements (DT-P-0294-18 : DLZ Illinois, Inc.)
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Post Construction Total = 264

2938
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October 23, 2018
DuPage Central Signal System (Phase III)
Section: 17-DCCSS-01-TL

RE: Anticipate Schedule for Construction Management

- Anticipated Contract Award 12/23/18
- Anticipated Precon Feb – Early March 2019
- Anticipated Construction Mid March 2019 to Mid November 2019
- Project Closeout IDOT Audit and Document Delivery to Dupage – Mid November 2019 to Mid January 2020
EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: DB Sterlin Consultants, Inc.
PROJECT: Central Signal System – CM Services

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<td>Administrative Support</td>
<td>$20.60</td>
<td>$41.20</td>
</tr>
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Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: [Signature]

Type Name: Thomas Powers, PE

Date: Sept. 27, 2018

Approved By COUNTY: [Signature]

Date: __________________

Page 1 of 2
Exhibit C

Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by Senior Engineer I the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
# PAYROLL ESCALATION TABLE

## FIXED RAISES

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>Bureau of Design and Environment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME/SUPPLEMENT</td>
<td>Prime</td>
</tr>
<tr>
<td>Prepared By</td>
<td>Consultant</td>
</tr>
<tr>
<td>PTB-ITEM#</td>
<td>184</td>
</tr>
<tr>
<td>DATE</td>
<td>10/19/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>6</th>
<th>MONTHS</th>
<th>OVERHEAD RATE</th>
<th>137.38%</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>5/1/2019</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>1/1/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>END DATE</td>
<td>10/31/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% OF RAISE</td>
<td>3%</td>
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## ESCALATION PER YEAR

<table>
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<tr>
<th>year</th>
<th>First date</th>
<th>Last date</th>
<th>Months</th>
<th>% of Contract</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>5/1/2019</td>
<td>10/31/2019</td>
<td>6</td>
<td>100.00%</td>
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</table>

The total escalation = 0.00%
### PAYROLL RATES

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<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
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<tr>
<td>Associate Principal</td>
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<td>$70.00</td>
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<tr>
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<td>$69.48</td>
<td>$69.48</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>$61.80</td>
<td>$61.80</td>
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<tr>
<td>Project Engineer III</td>
<td>$60.83</td>
<td>$60.83</td>
</tr>
<tr>
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<td>$50.91</td>
<td>$50.91</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$43.60</td>
<td>$43.60</td>
</tr>
<tr>
<td>Construction Engineer III</td>
<td>$48.41</td>
<td>$48.41</td>
</tr>
<tr>
<td>Construction Engineer II</td>
<td>$42.89</td>
<td>$42.89</td>
</tr>
<tr>
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<td>$32.33</td>
<td>$32.33</td>
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<tr>
<td>Engineer III</td>
<td>$39.72</td>
<td>$39.72</td>
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<td>Engineer II</td>
<td>$37.08</td>
<td>$37.08</td>
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<tr>
<td>Engineer I</td>
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<td>$30.29</td>
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<td>$26.40</td>
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<tr>
<td>Construction Technician I</td>
<td>$38.47</td>
<td>$38.47</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$56.23</td>
<td>$56.23</td>
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<td>$36.25</td>
<td>$36.25</td>
</tr>
<tr>
<td>Survey Crew Member I</td>
<td>$23.14</td>
<td>$23.14</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$26.94</td>
<td>$26.94</td>
</tr>
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Note: Rates should be capped on the AVG tab as necessary.

---

**FIRM NAME:** Prime/SUPPLEMENT
**PTB-ITEM #:** 184

**ESCALATION FACTOR:** 0.00%

---

Bureau of Design and Environment  
Prepared By: Consultant
# COST PLUS FIXED FEE
## COST ESTIMATE OF CONSULTANT SERVICES

<table>
<thead>
<tr>
<th>FIRM</th>
<th>DB Sterling Consultants, Inc.</th>
<th>OVERHEAD RATE</th>
<th>COMPLEXITY FACTOR</th>
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<tbody>
<tr>
<td>PTB-ITEM #</td>
<td>184</td>
<td>137.38%</td>
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</tr>
<tr>
<td>PRIME/SUPPLEMENT</td>
<td>Prime</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE DROP BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENF</th>
<th>DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>SERVICES BY OTHERS</th>
<th>DBE TOTAL</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE</td>
<td>Senior Engineer II</td>
<td>20</td>
<td>1,390</td>
<td>1,909</td>
<td>514</td>
<td></td>
<td></td>
<td>3,813</td>
<td>3,813</td>
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<tr>
<td>DBE</td>
<td>Construction Engineer III</td>
<td>20</td>
<td>968</td>
<td>1,330</td>
<td>358</td>
<td></td>
<td></td>
<td>2,656</td>
<td>2,656</td>
<td>2.68%</td>
</tr>
<tr>
<td>DBE</td>
<td>Construction Engineer II</td>
<td>570</td>
<td>24,447</td>
<td>33,586</td>
<td>9,046</td>
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<td>67,079</td>
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<td>4,616</td>
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<td>1,708</td>
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<td></td>
<td>12,666</td>
<td>12,666</td>
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<td></td>
<td>Direct Costs</td>
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<td></td>
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<td></td>
<td>5,850</td>
<td>5,850</td>
<td>6.35%</td>
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</table>

| Subconsultant DL   | TOTALS                | 730      | 31,421  | 43,167                  | 5,850        | 11,626    |                   | 92,064    | 92,064 | 100.00%         |
|                    |                       | 74,588   |         |                         |              |           |                   |           |       |                 |

DBE 100.00%

Bureau of Design and Environment
Prepared By: Consultant
10/19/18

---

Printed 10/19/2018 4:09 PM
Page 5 of 10
BDE 3608 Template (Rev. 10/19/17)
# Average Hourly Project Rates

**Firm:** DB Sterlin Consultants, Inc.

**Prime/Supplement:** Prime

## Payroll

<table>
<thead>
<tr>
<th>Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Proj. Rates</th>
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<th>Construction Engineer III</th>
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<td></td>
<td></td>
<td>Hours</td>
<td>% Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
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<td></td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>69.48</td>
<td>20.0</td>
<td>2.74% 1.90</td>
<td>20 100.00% 69.48</td>
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<tr>
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<td></td>
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</tr>
<tr>
<td>Project Engineer I</td>
<td>43.60</td>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineer III</td>
<td>48.41</td>
<td>20.0</td>
<td>2.74% 1.33</td>
<td>20 100.00% 48.41</td>
<td></td>
</tr>
<tr>
<td>Construction Engineer II</td>
<td>42.89</td>
<td>570.0</td>
<td>78.08% 33.49</td>
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<tr>
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<td>32.33</td>
<td>0.0</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Engineer II</td>
<td>39.72</td>
<td>0.0</td>
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<tr>
<td>Engineer II</td>
<td>37.08</td>
<td>0.0</td>
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<tr>
<td>Engineer I</td>
<td>30.29</td>
<td>0.0</td>
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<tr>
<td>CADD Manager</td>
<td>53.05</td>
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<tr>
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<td>16.44% 6.32</td>
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<tr>
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<td>36.25</td>
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<tr>
<td>Survey Crew Member I</td>
<td>23.14</td>
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<tr>
<td>Administrative Support</td>
<td>25.94</td>
<td>0.0</td>
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</tr>
</tbody>
</table>

**Totals:**

- Associate Principal: 70.00
- Senior Engineer II: 69.48
- Senior Engineer II: 61.80
- Project Engineer III: 60.83
- Project Engineer II: 50.91
- Project Engineer I: 43.60
- Construction Engineer III: 48.41
- Construction Engineer II: 42.89
- Construction Engineer I: 32.33
- Engineer II: 39.72
- Engineer II: 37.08
- Engineer I: 30.29
- CADD Manager: 53.05
- CADD Technician I: 26.40
- CADD Technician II: 37.56
- Construction Technician II: 50.10
- Construction Technician I: 38.47
- Professional Land Surveyor: 56.23
- Survey Crew Member II: 36.25
- Survey Crew Member I: 23.14
- Administrative Support: 25.94

**TOTALS:**

- 730.0
- 100%
- $43.04
- 20.0
- 100.00%
- $69.48
- 20.0
- 100.00%
- $48.41
- 570.0
- 100.00%
- $42.89
- 120.0
- 100.00%
- $38.47
- 0.0
- 0%
- $0.00
<table>
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<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
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<tbody>
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<td>Per Diem (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W.O. ONLY</td>
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<td>$0.00</td>
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<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>W.O. ONLY</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>J.S. ONLY</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice,</td>
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<td>$0.00</td>
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<tr>
<td></td>
<td>with prior IDOT approval</td>
<td>J.S. ONLY</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>J.S. ONLY</td>
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<td>$0.00</td>
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<td>Vehicle Owned or Leased</td>
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<td>90</td>
<td>$65.00</td>
<td>$5,850.00</td>
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<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>J.S. ONLY</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>J.S. ONLY</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>J.S. ONLY</td>
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<td>$55.00</td>
<td>$55.00</td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S. ONLY</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S. ONLY</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Project Specific Insurance</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>Transcriptions (specific to project)</td>
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<td>$0.00</td>
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<tr>
<td>Courthouse Fees</td>
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<td>Storm Sewer Cleaning and Sanitation</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O. ONLY</td>
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<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O. ONLY</td>
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<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
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<td></td>
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</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>W.O. ONLY</td>
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<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>W.O. ONLY</td>
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</table>

**TOTAL DIRECT COST**

$5,850.00

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

**Legend**

W.O. = Work Order  
J.S. = Job Specific
ADDENDA #1 TO
PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION

1.0 CONSULTANT'S INSURANCE

1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

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

1.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

1.1.c **Commercial (Comprehensive) General Liability Insurance,** (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

1.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be
1.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

1.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 1.0. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.
ADDENDA #2
TO PRELIMINARY ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE’s audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT’s Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05610 and a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.
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: DLZ Illinois, Inc.
Company Contact: Gregory R Brumm
Contact Phone: 773-283-2600
Contact Email: gbrumm@dlz.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.

<table>
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<th>Date Made</th>
<th>Amount/Value</th>
<th>Description (e.g. cash, type of item)</th>
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<td>$1,000.00</td>
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<td>Ram Rajadyaksha</td>
<td>Citizens for Dan Cronin</td>
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</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.

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:

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

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

Authorized Signature

Printed Name: Gregory R Brumm
Title: President
Date: Sep 27, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
Required Vendor Ethics Disclosure Statement - DLZ Illinois, Inc.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description</th>
<th>Amount</th>
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<td>Citizens for Dan Cronin</td>
<td>Ram Rajadhyaksha</td>
<td>Check</td>
<td>$1000.00</td>
<td>6/19/2017</td>
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IMPACT FEE CREDIT AGREEMENT #18-02
AVENIDA SENIOR LIVING, LLC
NAPERVILLE, IL
FOR USE IN CONJUNCTION WITH
DU PAGE COUNTY ORDINANCE ODT-021R-89

THIS AGREEMENT, entered into this ___ day of ____, 2018, by and between DuPage County, Illinois (hereinafter referred to as “County”) and Avenida Senior Living, LLC (hereinafter referred to as “Applicant”); and

WHEREAS, the County has adopted the DuPage County Fair Share Impact Transportation Impact Fee Ordinance, ODT-021R-89, (hereinafter referred to as “Ordinance”); and,

WHEREAS, the County allows an Applicant to obtain credits against impact fees imposed by the Ordinance or any successor version thereof for any dedication of land accepted and reviewed by DuPage County for system improvements in accordance with the provisions of the Ordinance; and

WHEREAS, the Applicant is seeking credits for dedication of real property in adjacent to Mill Street (County Highway 32) in conjunction with its Planned Development located in Naperville, Illinois (Exhibit A); and

WHEREAS, the County Engineer has determined that the proposed improvement is a system improvement, the proposed value of the dedication of land is acceptable, and hereby recommends that the credits proposed by the Agreement be approved; and

WHEREAS, Section 13 of the Ordinance authorizes the Chairman of the Transportation Committee of the County Board, on behalf of the County, to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. The parties agree that the preamble has been fully incorporated by reference into the text of this Agreement as if fully set forth herein.

2. The County shall:

Provide the Applicant a fee determination pursuant to Fair Share Impact Fee Ordinance ODT-021R-89 in the amount of $23,944.00 for 164 Senior Adult Living units to be constructed in Naperville impact fee district 7 (Exhibit B).

Grant the Applicant a credit against impact fees for the dedication of 10,830 square feet of property having a value of $97,500. Credits are only applicable to DuPage County fair share road improvement impact fees for this specific site. The applicant may not use said credits for other projects related to development of the site.

The Applicant shall:

a. Inform the County of any change in address prior to execution of the agreement. The official mailing address of the Applicant at the time of the executed Agreement is Avenida Partners, LLC, 130 Newport Center Drive, Suite 220, Newport Beach, CA 92660.
3. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This communication supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

4. This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and administrators of the Applicant.

5. This Agreement shall remain in full force and effect until the Ordinance has been repealed and all monies received by the County pursuant to the Ordinance have been accounted for, provided, however, that this Agreement shall remain in full force and effect if the County repeals the Ordinance and enacts a similar ordinance.

6. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

7. This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law.

8. Any person, firm or corporation that violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this Agreement shall be subject to the penalty provisions provided in Section 24 of the Ordinance and any other remedies available to the County in accordance with applicable laws.

IN WITNESS WHEREOF, the undersigned Applicant and the County have caused this Agreement to be duly executed.

RECOMMENDED FOR APPROVAL

By:

Christopher C. Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation

Theresa Bakutis
Transportation Coordinator

COUNTY:
The COUNTY OF DU PAGE, a body politic State of Illinois

COMPANY:
AVENIDA PARTNERS, LLC

BY:

Donald Puchalski, Chairman
Transportation Committee
DuPage County Board

Name
Title
Avenida Partners, LC
Dedicated property area = 10,830 square feet
**DuPage County Division of Transportation**

421 N. County Farm Road  
Wheaton, IL 60187  
630.407.6900

---

**To:** Avenida  
130 Newport Center Dr, Suite 220  
Newport Beach, CA  92660

**Contact:** Russell Whitaker  
630.355.4600

---

### Impact Fee Charges

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### Impact Fee Credits

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<th>Description</th>
<th>Unit Price</th>
<th>Line Total</th>
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</thead>
</table>

---

See attached for impact fee calculation. Impact Fee credits are being addressed through agreement.

Make all checks payable to DuPage County Treasurer  
Thank you for your business!
Resolution

DT-R-0918-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF WARRENVILLE FOR
CH 53/DIEHL ROAD IMPROVEMENTS
FROM DAVIS PARKWAY TO WINFIELD ROAD
SECTION NO. 16-00263-02-CH
(ESTIMATED COUNTY COST $130,000.00)

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

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

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

WHEREAS, the CITY has completed Phase I / Preliminary Engineering study for
improvements on CH 53/Diehl Road from Davis Parkway to Winfield Road, known as
COUNTY Section 16-00263-02-CH (hereinafter referred to as the PROJECT); and

WHEREAS, the COUNTY and the CITY, 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 CITY; and

BE IT FURTHER RESOLVED that one (2) original copies of this resolution and
Intergovernmental Agreement be sent to the CITY, by and through the Division of
Transportation.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

_________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
### Resolution

DT-R-0918-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK

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<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<td>MOVER:</td>
<td>Tim Elliott, District 4</td>
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<tr>
<td>SECONDER:</td>
<td>James Zay, District 6</td>
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<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
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INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUIDAGE AND THE CITY OF WARRENVILLE
FOR
IMPROVEMENTS OF
COUNTY HIGHWAY 53/DIEHL ROAD
(FROM DAVIS PARKWAY TO WINFIELD ROAD)
SECTION NO. 16-00263-02-CH

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 City of Warrenville (hereinafter referred to as the “CITY”), a home rule municipal corporation with offices at 28W701 Stafford Place, Warrenville, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the CITY has prepared the Phase I/Project Development Report for an improvement known as CH 53/Diehl Road from Davis Parkway to Winfield Road, County Section No. 16-00263-02-CH, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY and COUNTY jointly secured federal STP funding for the construction phase of this PROJECT; and

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

WHEREAS, the COUNTY is willing to cost participate in a share of the costs of 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 CITY by virtue of its powers set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) and its home rule powers under the Illinois Constitution, 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 CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.

2.2. The COUNTY and CITY agree that the scope of the PROJECT will include constructing a westbound left turn lane and new opening in the existing Diehl Road barrier median at the existing Super Target right-in/right-out driveway to allow left-in movements (left-out movements will remain prohibited), extending the eastbound Diehl Road dual left turn lanes at Winfield Road and extending the westbound Diehl Road left turn lane at Davis Parkway and other appurtenant work.

2.3. The COUNTY agrees that the COUNTY’S estimated share of the cost of the PROJECT is approximately $130,000.00. A Funding Table is attached hereto as Exhibit “A” and is incorporated herein by reference.
3.0 RESPONSIBILITIES OF THE CITY

3.1. The CITY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, utility coordination, construction engineering and construction for the PROJECT.

3.2. Both the COUNTY and CITY agree that the CITY shall manage the contract for the construction of the PROJECT. The CITY agrees to manage the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended.

3.3. The CITY shall submit the plans and specifications for the PROJECT to the COUNTY for review. The COUNTY shall provide review comments and the CITY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the COUNTY.

3.4. The CITY shall agree to waive all local permit fees including storm water, if applicable for the PROJECT.

3.5. The CITY shall, if necessary, make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing CITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY agrees to reimburse the CITY for its share of the PROJECT costs as follows:

4.1.1. Design cost estimate is $60,000.00; COUNTY participation is 50% or approximately $30,000.00;

4.1.2. Construction cost estimate is $400,000.00 based on the Phase I report; STP funding is 70% or
$280,000.00 and the local agency match is 30% or $120,000.00; COUNTY participation is 50% of the local match or approximately $60,000.00;

4.1.3. Construction engineering cost estimate is $80,000.00; COUNTY participation is 50% or approximately $40,000.00.

4.2. The COUNTY agrees to reimburse the CITY, within sixty (60) days of receipt of a properly documented invoice from the CITY, for the following amounts:

4.2.1. 50% of each of the following costs: the estimated engineering design cost, construction cost and construction engineering cost for the PROJECT as hereinabove referenced upon award of each of the engineering design, construction and construction engineering contracts by the CITY, respectively, and

4.2.2. the balance of actual costs upon completion of said engineering, construction and construction engineering, as evidenced by written or email acceptance by the COUNTY to the CITY of the work under each contract, within sixty (60) days of receipt of a properly documented invoice from the CITY.

5.0 MAINTENANCE

5.1. Upon completion of the PROJECT, the CITY shall be responsible for maintenance of that part of the PROJECT previously owned or under the jurisdiction of the CITY and the COUNTY shall be responsible for all maintenance of that part of the PROJECT previously owned or under the jurisdiction of the COUNTY.

6.0 INDEMNIFICATION

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

6.1.1. The COUNTY and the CITY 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 CITY 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 CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY’S or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.2. The CITY 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 CITY’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2.1. The COUNTY and the CITY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY’S or any successor’s or assign’s authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of
6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove CITY’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

6.4. 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.

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

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

7.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

7.3. In the event of a dispute between the COUNTY and CITY 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 CITY Administrator shall meet and resolve the issue.

7.4. 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.

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

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

8.0 ENTIRE AGREEMENT

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

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed 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.

City of Warrenville
28W701 Stafford Place
Warrenville, IL 60555
ATTN: John M. Coakley
City Administrator
Phone: 630.393.9427
Facsimile: 630.393.6948
Email: jcoakley@warrenville.il.us

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

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.
12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

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

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

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds
County Clerk

David Brummel, Mayor
City of Warrenville

ATTEST:

Emily Larson
City Clerk
EXHIBIT A

Design cost estimate is $60,000.00; COUNTY participation is 50% or approximately: $30,000.00

Construction cost estimate is $400,000.00 based on the Phase I report; STP funding is 70% or $280,000.00 and the local agency match is 30% or $120,000.00; COUNTY participation is 50% of the local match or approximately: $60,000.00

Construction engineering cost estimate is $80,000.00; COUNTY participation is 50% or approximately: $40,000.00

Approximate Total COUNTY participation: $130,000.00
Resolution

DT-R-0919-18

RENEWAL OF MEMBERSHIP AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND
JULIE, INC.
(ESTIMATED COUNTY COST $32,296.47)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) is a body corporate and politic and JULIE, INC. (hereinafter referred to as JULIE) is an Illinois not-for-profit corporation that provides utility location services; and

WHEREAS, the COUNTY is required to be a member of JULIE pursuant to Section 50/3 of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 et seq.); and

WHEREAS, Resolution DT-R-0679-16 was approved by the DuPage County Board on November 22, 2016 outlining the rights and responsibilities of the COUNTY and JULIE; and

WHEREAS, the 2019 fiscal year cost for JULIE services to the Division of Transportation is anticipated to be 19,339.71 and the cost to the Department of Public Works is anticipated to be $12,956.76; and

WHEREAS, the Transportation and Public Works Committees have reviewed and recommend approval to renew the Membership Agreement for the 2019 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Membership Agreement between the COUNTY and JULIE be hereby renewed for an estimated COUNTY cost of $32,296.47 (Division of Transportation - $19,339.71/ Public Works - $12,956.76).

Enacted and approved this 13th day of November, 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: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND
RIGHTS OF WAY
(COUNTY COST UP TO $24,120.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an
Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and
rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the
Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream
for mowing along County roads and rights-of-way be attached hereto and made a part of this
resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk
execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this
Resolution and agreement to the Village of Carol Stream, by and through the Division of
Transportation.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _____________________
________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

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

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

<table>
<thead>
<tr>
<th>Co Hwy</th>
<th>Hwy Name</th>
<th>From</th>
<th>To</th>
<th>Side of Street</th>
<th>AREA (ac)</th>
</tr>
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<tbody>
<tr>
<td>43</td>
<td>County Farm Rd</td>
<td>Army Trail Road</td>
<td>Vale Rd</td>
<td>East and West (no medians)</td>
<td>7.42</td>
</tr>
<tr>
<td>23</td>
<td>Gary Avenue</td>
<td>CN Railroad</td>
<td>Geneva Rd</td>
<td>East and West (no medians)</td>
<td>11.59</td>
</tr>
<tr>
<td>36</td>
<td>Schmale Rd</td>
<td>IL 64</td>
<td>Geneva Rd</td>
<td>East and West (no medians)</td>
<td>5.11</td>
</tr>
<tr>
<td>36</td>
<td>Schmale Rd</td>
<td>CN Railroad</td>
<td>IL 64</td>
<td>West</td>
<td></td>
</tr>
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<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>24.12</td>
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</table>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:
GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.

6. Indemnification

   (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE’s negligent or willful acts, errors or omissions or any
of the VILLAGE contractor’s or agent’s negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’s participation in its defense shall not remove the VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State’s Attorney to settle all claims. The State’s Attorney shall not unreasonably withhold such approval.

(c) 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 of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 70/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law.”

7. 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 so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the 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.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

12. In the event, any provisions 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.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:
FOR THE VILLAGE:
Robert Mellor
Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, Illinois 60188

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until April 30, 2022, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any
areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year's mowing cycle shall be no later than the following:

   First Mowing - May 1
   Second Mowing - June 1
   Third Mowing - July 1
   Fourth Mowing - August 1
   Fifth Mowing - September 15

   Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the VILLAGE the lessor of $1,206.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.12 acres.

13. The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, 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.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, 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.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

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

COUNTY OF DU PAGE

Signed this ___ day of __________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Paul Hinds, County Clerk

VILLAGE OF CAROL STREAM

Signed this ___ day of __________, 2018, at Carol Stream, Illinois.

Frank Saverino, Mayor
Village of Carol Stream

ATTEST:
Laura Czarnec, Village Clerk
Village of Carol Stream
Resolution
DT-R-0920-18

DELEGATION OF AUTHORITY FOR DIRECTOR OF TRANSPORTATION/COUNTY ENGINEER TO SIGN ILLINOIS DEPARTMENT OF TRANSPORTATION FORMS

WHEREAS, the Illinois Department of Transportation (IDOT) occasionally enters into agreements with Local Agencies (LA), other than the County of DuPage (COUNTY), where IDOT is the awarding agency of a project; and

WHEREAS, in said agreements the COUNTY is not a party; and

WHEREAS, with some of these LA projects IDOT requires the COUNTY to commit to the COUNTY’s maintenance responsibilities associated with an improvement affecting a COUNTY road or right-of-way; and

WHEREAS, with these LA projects IDOT requires the COUNTY to commit to its intent to enter into an Intergovernmental Agreement (IGA) with a Local Agency for any COUNTY cost participation; and

WHEREAS, IDOT’s forms embody the above-stated commitments and require immediate signature by the COUNTY; and

WHEREAS, due to review times and various deadlines, it is in the best interest of the COUNTY to authorize the Director of Transportation/County Engineer, to execute the above-referenced IDOT forms on the COUNTY’s behalf.

NOW THEREFORE BE IT RESOLVED, the County Board finds it is appropriate to authorize the Director of Transportation/County Engineer with the authority to execute the above-referenced IDOT forms on behalf of the County Board; and

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer has the authority to execute the above-referenced forms; and

BE IT FURTHER RESOLVED that the authority conferred by this Resolution shall be limited to the above-referenced IDOT forms; all IGAs shall continue to be presented to the Transportation Committee and County Board for approval; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be sent to the Division of Transportation.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Resolution

DT-R-0920-18

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
Change Order with Resolution

DT-CO-0007-18

DT-CO-0007-18

AMENDMENT TO COUNTY CONTRACT 2706 SERV
ISSUED TO FENCE CONNECTION, INC.

TO FURNISH, REPAIR AND INSTALL FENCING
AS NEEDED FOR THE DIVISION OF
TRANSPORTATION (INCREASE $20,000.00; +100%)

WHEREAS, County contract 2706 SERV was issued to Fence Connection, Inc. on September 1, 2017 to furnish, repair and install fencing, as needed for the Division of Transportation, per lowest responsible bid 17-138-BF; and

WHEREAS, the Division of Transportation is responsible for the repair, installation and maintenance of fencing, along DuPage County rights of way; and

WHEREAS, repairs and/or installations of fencing in the first year of a two year contract has exceeded historical experiences; and

WHEREAS, an increase in the contract amount is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the County Board adopt the Amendment to County contract 2706 SERV, issued to Fence Connection, Inc., to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%.

Enacted and approved this 13th day of November, 2018 at Wheaton, Illinois.

Enacted and approved this 13th day of November, 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: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2706-0001 Serv  Original Purchase Order Date: Sep 1, 2017  Change Order #: 1
Department: Division of Transportation
Vendor Name: Fence Connection, Inc.  Vendor #: 25855
Dept Contact: Darcie Garza, CPPB

Background and/or Reason for Change Order Request:
This contract is to repair, supply and install fencing, as needed, for a 2 year period. Requesting an increase to the contract to provide for the needed fencing repairs through the term of the contract 8/31/2019.

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

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<table>
<thead>
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<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
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<tr>
<td></td>
<td>$20,000.00</td>
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<tr>
<td>D</td>
<td>Amount of this Change Order</td>
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<td>☒ Increase  ☐ Decrease</td>
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<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
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<td></td>
<td>$40,000.00</td>
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<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
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<td>100.00%</td>
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<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
<tr>
<td></td>
<td>100.00%</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) contract expiration from:  to: 
☒ Increase ≥ $2,500.00, or ≥ 10% of current contract amount  ☐ Funding Source 1500-3510-53320 
☐ OTHER - explain below:

DG, CPPB 6906 Oct 16, 2018  Date  Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

☐ Buyer  10-30-18  Procurement Officer  10-30-18

Chief Financial Officer (Decision Memos Over $25,000)  10-20-18  Chairman’s Office (Decision Memos Over $25,000)  10-31-17

Attachment: Fence Connection, Inc. - Change Order (DT-CO-0007-18 : Fence Connection, Inc. change order)
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: Fence Connection, Inc.  Vendor #: 25855

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Requesting approval to increase contract #2706-0001Serv for the repair, supply and installation of fencing, as needed for a two year period, in the amount of $20,000.00 for the needed fencing repairs through the term of the contract 8/31/2019.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Historically, DuPage County Division of Transportation contracts with a fencing company to provide any repairs, supply materials and provide any installations of fencing on DuPage County Right of Ways. We are starting year two of the two year initial term and we have utilized all of the allotted money. Requesting approval for an increase to the contract in the amount of $20,000 for the needed fencing repairs through the term of the contract 8/31/2019.

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.

There are various functions that fencing along County right of ways provides. Safety, privacy, security and appearance enhancement are just a few. The repair, installation and maintenance of fencing, along DuPage County right of ways, is the responsibility of the DuPage County Division of Transportation, Highway Maintenance Division.

Source Selection/Vetting Information - Describe method used to select source.
This contract was competitively bid under solicitation #17-138-BF.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends an increase to the contract in the amount of $20,000 to provide for the needed fencing repairs through 8/31/2019.

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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Original Budget</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-1500-3510-53320</td>
<td>$5,000</td>
<td>17-1500-3510-53320</td>
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<tr>
<td>18-1500-3510-53320</td>
<td>$10,000</td>
<td>18-1500-3510-53320</td>
</tr>
<tr>
<td>19-1500-3510-53320</td>
<td>$5,000</td>
<td>19-1500-3510-53320</td>
</tr>
</tbody>
</table>
# COUNTY OF DU PAGE, ILLINOIS

## 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>FENCE CONNECTION, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>847-622-8860</td>
</tr>
<tr>
<td>Company Contact</td>
<td>JUAN ESCOBAR</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:juan@fenceconnectioninc.net">juan@fenceconnectioninc.net</a></td>
</tr>
</tbody>
</table>

Date: 7-31-17

Bld/Contract/PO #: 17-138-BF

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.

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

<table>
<thead>
<tr>
<th>Add Line</th>
<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>
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</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.

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

<table>
<thead>
<tr>
<th>Add Line</th>
<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>
<tbody>
<tr>
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</tbody>
</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/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature: [redacted]

Printed Name: JUAN ESCOBAR

Title: PRESIDENT

Date: 7-31-17

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

Form optimized for Acrobat and Adobe Reader version 9 or later

Rev 1.1

4/1/16
MEMORANDUM

To: Transportation Committee

cc: Christopher Snyder, Director/County Engineer
    Tom Cuculich, County Administrator

From: John Loper, Chief Transportation Planner

Date: November 6, 2018

Re: REQUEST COMMITTEE APPROVAL
    Long Range Transportation Plan Vision and Goals

In June, as you may recall, Division of Transportation (DOT) staff presented you a detailed report on the Long Range Transportation Plan (LRTP) Advisory Committee and community outreach conducted in early 2018. As we promised at that time, DOT is bringing a Vision and a distilled set of goals and objectives back to committee for your review and approval.

The LRTP Vision is a balanced one, one that supports the needs of our diverse population as well as our business community. The Plan recommends five (5) primary goal areas with 17 objectives. We are linking the LRTP goals and objectives to the DuPage County Strategic Plan adopted in 2015 and will use these complementary documents as policy guidance going forward.

In the coming weeks and months, the DOT will present sections on the LRTP to the Committee including the Financial Plan, Future Needs, and Capital Plan. When these sections have been completed and approved, the DOT will prepare a draft plan for review and comment, prior to recommending approval to the County Board.

REQUEST APPROVAL

The Division of Transportation is seeking committee approval of the Vision and Goals for the Long Range Transportation Plan.
VISION STATEMENT

Provide and maintain a transportation system that supports a vibrant economy and quality of life by creating a safe, accessible, and efficient multi-modal transportation network for all users.

DuPage is a County on the move. As a regional leader in business and residential development, DuPage County embraces innovation as we develop our Long Range Transportation Plan. Our County leaders welcomed public input, as together we considered our future as a magnet for established companies and startups alike; featuring a business and family-friendly environment that makes DuPage’s communities among the most attractive in the Midwest. An excellent transportation system plays an essential role in our County’s success: highway and transit connections amplify our economy while trail and pedestrian infrastructure connects us to abundant open space which enhances our quality of life.

Our goal is simple. To create and maintain a system that facilitates safe, efficient and cost-effective travel throughout our County. Our long-range transportation goals and objectives align with federal, state and regional priorities and reflect DuPage’s place as a leader in the region. The goals and objectives defined are actionable and track progress meaningfully, providing much-needed data for decision making. In DuPage, we plan carefully for progress and our Long Range Transportation Plan is an important component of our plan for prosperity.
Objectives by Goal Area

The Long Range Plan Vision includes a set of goals and objectives for the Division of Transportation to follow into the future. These goals and objectives were formed and refined through diverse stakeholder and public input. Likewise, the County’s 2015 Strategic Plan outlines a set of strategic imperatives for DuPage County’s future. The five strategic imperatives are: Quality of Life, Financial Planning, Economic Growth, Customer Service and the ACT Initiative. These all are important and are linked to the goals we have set for the Division of Transportation. Goals and objectives will change and evolve over the life of the Long Range Plan, but the Division of Transportation will always strive to maintain accountability to the organization and to the public.

Goal Area 1: Improve Safety

Objectives
- Ensure a State of Good Repair for our transportation infrastructure
- Implement strategies to reduce roadway incidents involving passenger vehicles, freight vehicles and non-motorized users
- Evaluate and prioritize projects that maximize safety benefit

Goal Area 2: Provide Mobility Choice

Objectives
- Enhance connectivity to and from bus, rail and multi-use path system
- Continue to ensure that the County system of sidewalks and trails complies with accessibility standards
- Leverage technology to encourage increased transit usage

Goal Area 3: Promote Access to Opportunity and Increase Economic Vitality

Objectives
- Promote local and countywide first/last mile transit connections
- Encourage equitable growth in opportunities across the County
- Increase efficiency of freight movement
- Better align land use considerations into transportation planning and transit access into site development

Goal Area 4: Efficient Operations and Maintenance

Objectives
- Coordinate across agencies and jurisdictions to increase efficiency in project delivery
- Reduce congestion
- Enhance technology usage for the improvement of communications, operations and asset management
- Encourage use of shared services to optimize limited available resources

Goal Area 5: Foster Sustainability and Resilience

Objectives
- Incorporate strategies in transportation projects that avoid environmental impacts and enhance the natural environment
- Incorporate context sensitive design into transportation projects
- Plan for the disruption of the transportation system from extreme weather or incidents to enhance the resiliency of the network
Grant Proposal Notification

GPN Number: 052-18
Date of Notification: 10/15/2018 (MM/DD/YYYY)

Parent Committee Agenda Date: 11/06/2018 (Completed by Finance Department)
Grant Application Due Date: 11/30/2018 (MM/DD/YYYY)

Name of Grant: ComEd Energy Efficiency Program-Street Lighting Upgrade

Name of Grantor: ComEd

Originating Entity: Division of Transportation
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Transportation

Department Contact: William Eidson, Traffic Engineer, Ext. 6890
(Name, Title, and Extension)

Grant Amount Requested: $53,454.80

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

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

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

If Federal, provide CFDA: If State, provide CSFA:  

Page 1 of 5
1. Justify the department’s need for this grant.

The department is requesting the grant money to assist in replacement of existing high wattage street lighting fixtures at various locations throughout the county’s highway system. The project is needed to reduce maintenance and energy costs by installing low wattage, long life LED lighting fixtures. The funding will assist the Division of Transportation complete the work in a more cost effective manner.

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

Quality of Life - LED Street Light Upgrade: DuPage County Division of Transportation is undertaking a systemwide replacement of existing high pressure sodium street lighting fixtures with LED equipment to reduce ongoing energy and maintenance costs and to improve the county’s sustainability practices. The current upgrade project includes full replacement of incandescent lamps at 134 traffic signal installations, 4 lighting systems, and throughout the entire Century Hill subdivision, which the DOT maintains. ComEd offers an incentive program for agencies that install eligible LED lamps with an authorized contractor. The funds are provided in the form of a rebate, with the final amount determined by ComEd upon the conclusion of the project. The incentive amounts listed in this Grant Proposal Notification Form are preliminary estimates provided by ComEd in their reservation letters dated 5/8/2018.

3. What is the period covered by the grant?

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

3.1.1. _______ and _______

(MM/YY)                     (Duration)

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

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

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

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

5.2. After expenditure of costs (reimbursement-based) ✔
6. Does the grant allow for Personnel Costs? (Yes or No) __________

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

6.1.1. Total salary ___________________ Percentage covered by grant __________

6.1.2. Total fringe benefits ___________________ Percentage covered by grant __________

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

6.1.3.1. If yes, which ones are disallowed?

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

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

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

6.2.1.1. Full-time __________ Part-time __________ Temporary __________

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

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)   No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?   

6.3.1.2. What Company-Accounting Unit(s) will be used?   

6.3.1.3. Total annual salary   

6.3.1.4. Total annual fringe benefits   

7. Does the grant allow for direct administrative costs? (Yes or No)   No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project   

7.1.2. Percentage of direct administrative costs covered by grant   

7.1.3. What percentage of the grant total is the portion covered by the grant   100%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?   

9. Are matching funds required? (Yes or No):   Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?   70

9.1.2. What is the dollar amount of the County's match?   $126,375.69
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?  __________

10. What amount of funding is already allocated for the project?

10.1. If allocated, in what Company-Accounting Unit are the funds located?  __________

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):  __________

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?  __________
Grant Proposal Notification

GPN Number: __________________      Date of Notification: __________________
  (Completed by Finance Department)          (MM/DD/YYYY)

Parent Committee Agenda Date: __________________        Grant Application Due Date: __________________
  (Completed by Finance Department)       (MM/DD/YYYY)

Name of Grant: ____________________________________ ______________________________

Name of Grantor: __________________________________ ________________________________

Originating Entity: _______________________________ ___________________________________
  (Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: ________________________________ __________________________________

Department Contact: __________________________________ ________________________________
  (Name, Title, and Extension)

Parent Committee: _________________________________ _________________________________

Grant Amount Requested: ___________________________ _______________________________________

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

Is this a new non-recurring Grant:   No

Source of Grant:   Corporate
  Federal State Private

If Federal, provide CFDA: _______________    If State, provide CSFA: _______________

ComEd Energy Efficiency Program-Traffic Signal Upgrade

ComEd

Division of Transportation

William Eidson, Traffic Engineer, Ext. 6890

Transportation

$ 287,460.00
1. Justify the department’s need for this grant.

The department is requesting the grant money to assist in replacement of existing high wattage traffic signal lamps at various locations throughout the county’s highway system. The project is needed to reduce maintenance and energy costs by installing low wattage, long life LED signals. The funding will assist the Division of Transportation complete the work in a more cost effective manner.

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

Quality of Life - LED Traffic Signal Upgrade: DuPage County Division of Transportation is undertaking a systemwide replacement of existing incandescent traffic signal lamps with LED equipment to reduce ongoing energy and maintenance costs and to improve the county’s sustainability practices. The current upgrade project includes full replacement of incandescent lamps at 52 traffic signal installations. ComEd offers an incentive program for agencies that install eligible LED lamps with an authorized contractor. The funds are provided in the form of a rebate, with the final amount determined by ComEd upon the conclusion of the project. The incentive amounts listed in this Grant Proposal Notification Form are preliminary estimates provided by ComEd in their reservation letters dated 7/20/2018.

3. What is the period covered by the grant?  

$06/29/2018$ to $11/30/2018$  

(MM/DD/YYYY) (MM/DD/YYYY)

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

3.1.1. ___________ and ___________  

(MM/YY) (Duration)

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

Yes

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

1500-3500

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

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

5.2. After expenditure of costs (reimbursement-based)  

Page 2 of 5
6. Does the grant allow for Personnel Costs? (Yes or No)  

   No

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

6.1.1. Total salary  _____________________  Percentage covered by grant  __________

6.1.2. Total fringe benefits  _____________________  Percentage covered by grant  __________

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

   6.1.3.1. If yes, which ones are disallowed?

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

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

   No

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

   6.2.1.1. Full-time ________  Part-time _________  Temporary ________

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

   6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)  ___ ___

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term?  

6.3.1.2. What Company-Accounting Unit(s) will be used?  

6.3.1.3. Total annual salary  

6.3.1.4. Total annual fringe benefits  

7. Does the grant allow for direct administrative costs? (Yes or No)  ___ ___

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project  

7.1.2. Percentage of direct administrative costs covered by grant  

7.1.3. What percentage of the grant total is the portion covered by the grant  

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?  100%

9. Are matching funds required? (Yes or No):  ___ ___

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity?  54

9.1.2. What is the dollar amount of the County's match?  $330,985.20
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?  __________

10. What amount of funding is already allocated for the project?

10.1. If allocated, in what Company-Accounting Unit are the funds located?

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):  __________

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?  __________