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, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Nov 6, 2018 10:00 AM

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

5. CONSENT ITEMS

Motion to combine and approve.

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

A. Consent Item -- Mathewson ROW - 1920 - Decrease/Close

B. Consent Item -- Primera Engineers - 2568 SERV - Decrease/Close
6. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-269 Recommendation for the approval of a contract purchase order to Henderson Products, Inc., to furnish and deliver Henderson equipment repair and replacement parts, as needed for the Division of Transportation, for the period February 1, 2019 through January 31, 2020, for a contract total not to exceed $24,000.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids (Direct replacement of compatible equipment parts)

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

B. 2018-270 Recommendation for the approval of a contract purchase order to Gasaway Distributors, Inc., to furnish and deliver calcium chloride liquid deicer, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019 for a contract total not to exceed $24,400.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

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

C. DT-P-0309-18 Recommendation for the approval of a contract purchase order to H.W. Lochner, Inc., for Professional Construction Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH, for a contract total not to exceed $860,489.66; 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 $356,000.00)

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

D. DT-P-0310-18 Recommendation for the approval of a contract purchase order to DB Sterlin Consultants, Inc., for Professional Structural Engineering Services upon request for the Division of Transportation, Section 18-STENG-02-EG, for a contract total not to exceed $350,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

Intergovernmental Agreements

The motion was to combine and approve Agenda Items 6E through 6I.

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

E. DT-R-0933-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Oak Brook, for mowing along County roads and rights-of-way, for an estimated County cost of $7,150.00 annually for three years

F. DT-R-0934-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park, for mowing along County roads and rights-of-way, for an estimated County cost of $16,910.00 annually for three years

G. DT-R-0952-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority for improvements along 31st Street over I-294 Bridge, for an estimated County cost of $89,000.00
H. DT-R-0953-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the City of Darien, for mowing along County roads and rights-of-way, for an estimated County cost of $41,060.00, annually for three years

I. DT-R-0954-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Naperville Road District, for mowing along County roads and rights-of-way, for an estimated County cost of $130,340.00, annually for three years

Amendments/Change Orders

J. Change Order -- DT-P-0146A-17 – Amendment to Resolution DT-P-0146-17, issued to AT&T, for telecommunication services, to increase the funding in the amount of $22,500.00, resulting in an amended contract total amount of $67,500.00, an increase of 50.00%

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

K. Change Order -- DT-P-0260A-18 – Amendment to Resolution DT-P-0260-18, issued to Fastenal Company, to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, to add a Lease Agreement and give authority to the Director of Transportation/County Engineer to execute the Lease Agreement. (Purchase Order 3496)

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Brian J Krajewski, District 3
SECONDER:  Sean T Noonan, District 2
AYES:  Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT:  Healy

L. Action Item -- DT-R-0182A-18 – Amendment to Resolution DT-R-0182-18, issued to Martam Construction, Inc., for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS, to decrease the funding in the amount of $70,249.30 and close, resulting in a final County cost of $513,639.20, a decrease of 12.03%

Discussion held.
M. Action Item -- DT-R-0621B-16 – Amendment to Resolution DT-R-0621A-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

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

7. REPORT FROM STATE'S ATTORNEY'S OFFICE

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
Without objection the meeting was adjourned at 10:05 AM.
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

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

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

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 and 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

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

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%

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

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.

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

8. INFORMATIONAL ONLY

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

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

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.
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>1920 SERV</th>
<th>Original Purchase Order Date:</th>
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</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Mathewson Right of Way</td>
<td>Vendor #: 11276</td>
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<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Professional Negotiation Services, CH 35/55th Street, Dunham Road to Clarendon Hills Road</td>
<td></td>
</tr>
<tr>
<td>Decrease/Close</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.

### INCREASE/DECREASE

| A | Starting contract value | $150,000.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $150,000.00 |
| D | Amount of this Change Order | Increase | Decrease | ($35,025.00) |
| E | New contract amount (C + D) | $114,975.00 |
| F | Percent of current contract value this Change Order represents (D / C) | -23.35% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -23.35% |

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [X] Consent Only
- [ ] Change budget code from: ______________ to: ______________
- [ ] Increase/Decrease quantity from: ______________ to: ______________
- [ ] Price shows: ______________ should be: ______________
- [X] 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: ______________

---

**MINUTE TRAQ (M2) ID #: 13854**

**Date:** Nov 1, 2018

**Department:** Division of Transportation

**Dept Contact:** Sarah Lobdell

---

**INCREASE/DECREASE**

| A | Starting contract value | $150,000.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $150,000.00 |
| D | Amount of this Change Order | Increase | Decrease | ($35,025.00) |
| E | New contract amount (C + D) | $114,975.00 |
| F | Percent of current contract value this Change Order represents (D / C) | -23.35% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -23.35% |

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [X] Consent Only
- [ ] Change budget code from: ______________ to: ______________
- [ ] Increase/Decrease quantity from: ______________ to: ______________
- [ ] Price shows: ______________ should be: ______________
- [X] 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**

<table>
<thead>
<tr>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
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<td>6900</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<td></td>
<td>11/8/18</td>
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<table>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
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<td>11/8/18</td>
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<tr>
<td></td>
<td>11/8/18</td>
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</table>
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #: 2568 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Primera Engineers, Ltd</td>
<td>Vendor #: 11002</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
- Professional Construction Engineering Services for the 2017 Pavement Maintenance North Region Program, 17-PVMT-07-GM
- Decrease/Close

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

#### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$222,378.64</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$222,378.64</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$181,735.24</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-18.28%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-18.28%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- □ Cancel entire order
- □ Increase
- □ Decrease
- □ Change budget code from: ____________ to: ____________
- □ Increase price/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:

---

**Prepared By (Initials):** 6900 **Phone Ext:** Nov 2, 2018

**Recommended for Approval (Initials):** COS **Phone Ext:** Date

**REVIEWED BY (Initials Only):**

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

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

---

**CONSENT AGENDA**

**CONSE** 

---

**Packet Pg. 14**
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Zay, District 6</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>James Healy</td>
</tr>
</tbody>
</table>

Requisition under 25k dollars

2018-269
Requisition under 25k dollars

2018-269

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

NEW PURCHASE ORDER REQUEST

<table>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<td>FEBRUARY 1, 2019 THOROUGH JANUARY 31, 2020</td>
<td>$24,000.</td>
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REQUESTING DEPT.
TRANSPORTATION COMMITTEE

SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<th>Name</th>
<th>Method</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/05/2018 11:27 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>11/05/2018 11:42 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/06/2018 8:35 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/06/2018 2:53 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/08/2018 6:00 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/15/2018 9:05 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>11/20/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To</th>
<th>Send Payments To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 12170</td>
<td>Vendor #: 12170</td>
</tr>
<tr>
<td>Attn: Adam Popenfoose</td>
<td>Attn: Adam Popenfoose</td>
</tr>
<tr>
<td>Email: <a href="mailto:apopenfoose@hendersonproducts.com">apopenfoose@hendersonproducts.com</a></td>
<td>Email: <a href="mailto:apopenfoose@hendersonproducts.com">apopenfoose@hendersonproducts.com</a></td>
</tr>
<tr>
<td>Address: 11921 Smith Drive</td>
<td>Address: 28401 Network Drive</td>
</tr>
<tr>
<td>City: Huntley State: IL Zip: 60142</td>
<td>City: Chicago State: IL Zip: 60673</td>
</tr>
<tr>
<td>Phone: 847-836-4996 Fax: 563-927-7055</td>
<td>Phone: 630-407-6931 Fax: 630-407-6962</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Invoices To</th>
<th>Ship To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisitioner:</td>
<td>Requisitioner:</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
<td>Phone: 630-407-6931</td>
</tr>
</tbody>
</table>

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**Item Detail**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>HENDERSON REPAIR AND REPLACEMENT PARTS</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>24,000.00</td>
<td>24,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total** $24,000.00

---

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

- THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER HENDERSON REPAIR AND REPLACEMENT PARTS FOR THE PERIOD FEBRUARY 1, 2019 THROUGH JANUARY 31, 2020

- SOLE SOURCE DISTRIBUTOR

- ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS WITH QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED

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

- SEND COMPLETED APPROVED PO TO ADAM POPENFOOSE

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

- FY2019 1500-3520-52250 $21,000.00
- FY2020 1500-3520-52250 $3,000.00
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor #: 12170

Dept: Division of Transportation Contact: Joe Bechtold Phone: 630-407-6931

Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background: To furnish and deliver Henderson equipment repair and replacement parts for a contract total, not to exceed $24,000.00.

Reason for Procurement: To purchase Henderson equipment repair and replacement parts, for various County owned and operated Henderson muni-bodies, Mark I's, Mark III's, Spreaders and Plows.

FUNDING SOURCE

Procurement budgeted for (FY and budget code(s)): 

Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________

☐ RENEWAL, Enter Bid # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ 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 $25,000.00  ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

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

☐ RENEWAL OF RFP # __________________________

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

DG, CPPB  Oct 30, 2018  Recommended for Approval  Date  IT Approval, if required  Date

Review By

Buyer  Date  Procurement Officer  Date

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

Packet Pg. 18
### JUSTIFICATION FOR SOLE SOURCE

**(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)**

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>18-1500-118</th>
<th>DEPARTMENT</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Henderson Products, Inc.</td>
<td>PRODUCT #</td>
<td>Various</td>
</tr>
</tbody>
</table>

**DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:**

Henderson Equipment Repair and Replacement Parts required for the repair of the County owned and operated

**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 manufacturers product can be used)
- the software manufacturer (and sole maintenance/update provider)
- other – (please detail below or in an attachment)

**REQUESTED SOURCE**

<table>
<thead>
<tr>
<th>Henderson Products, Inc.</th>
<th>CONTACT</th>
<th>Adam Popenfoose</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEBSITE</td>
<td></td>
<td><a href="http://www.hendersonproducts.com">www.hendersonproducts.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)**

Henderson Original Equipment Repair and Replacement Parts. Per the attached letter, Henderson Products, Inc. is the only authorized distributor in the greater Chicagoland Metropolitan area for Henderson products.

**HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)**

Yes

**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)**

Per the attached letter, Henderson Truck Equipment is the sole authorized distributor in the greater Chicagoland Metropolitan area. Since this is for Original Equipment Manufacturer parts, no other manufacturers were examined.

**Signature on file**

<table>
<thead>
<tr>
<th>DEPARTMENT APPROVAL</th>
<th>DATE</th>
<th>PURCHASING REVIEW</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11/2/18</td>
<td></td>
<td>11-6-18</td>
</tr>
</tbody>
</table>
TO: Darcie Garza, CPPB  
Dupage County Division of Transportation  
140 N. County Farm Road  
Wheaton, IL, 60187  
630-407-6921

RE: Henderson Products Distributorship

Darcie,

This letter is to inform Dupage County Division of Transportation that Henderson Products, Illinois is the only authorized distributor in the greater Chicagoland Metropolitan area for Henderson Products.

Parts orders should be placed at 800-359-4970, this goes right to the experts at the factory. Or you could use parts@hendersonproducts.com

Freight will not be shown on any invoices as in the past, regardless of where the product is shipped from.

Our remit to address is: Henderson Products, Inc.  
28382 Network Place  
Chicago, IL 60673

Regards,

Adam Popenfoose | Sales Representative  
Henderson Products, Inc.  
PH: (815) 503-2004

cc: Dennis Meisgeier  
Diana Bliss, IDC-IL  
Matthew Zissman, IDC-IL
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>NONE (check here) - If no contributions have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient</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>NONE (check here) - If no contacts have been made</th>
</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:

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

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

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

Authorized Signature: ______________________________________________________________________

Signature on File: _______________________________________________________________________

Printed Name: Adam Poppenfoose

Title: Regional Sales Representative

Date: 10/26/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
**RESULT:** APPROVED [UNANIMOUS]
**MOVER:** James Zay, District 6
**SECONDER:** Tim Elliott, District 4
**AYES:** Elliott, Krajewski, Noonan, Puchalski, Zay
**ABSENT:** James Healy
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>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 5, 2018</td>
<td>$24,400.</td>
<td>DECEMBER 1, 2018 - NOVEMBER 30, 2019</td>
<td>TRANSPORTATION COMMITTEE</td>
<td></td>
</tr>
</tbody>
</table>

Jan Janowicz  Completed  11/05/2018 2:04 PM
Christopher Snyder  Completed  11/05/2018 2:50 PM
Kathy Ostrowski  Completed  11/06/2018 8:01 AM
James McGuire  Completed  11/06/2018 5:04 PM
Paul Rafac  Completed  11/08/2018 6:09 PM
Kathy Ostrowski  Completed  11/15/2018 10:01 AM
Transportation Committee  Completed  11/20/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Gasaway Distributors, Inc.
- **Vendor #:** 11295
- **Attn:** David Gasaway
- **Email:** dag@gasaway.com
- **Address:** 1290 Lakeside Drive
- **City:** Romeoville
- **State:** IL
- **Zip:** 60446-4294
- **Phone:** 630-243-2500

### Send Invoices To:
- **Vendor:** Gasaway Distributors, Inc.
- **Vendor #:** 11295
- **Attn:** Kathy Curcio
- **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6892

### Send Payments To:
- **Vendor:** Gasaway Distributors, Inc.
- **Vendor #:** 11295
- **Attn:** Mike Figuray
- **Email:** michael.figuray@dupageco.org
- **Address:** 140 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6920

### Ship To:
- **Vendor:** Gasaway Distributors, Inc.
- **Vendor #:** 11295
- **Attn:** Darcie Garza, CPPB
- **Contract Administrator:**
- **Contract Start Date:** Dec 1, 2018
- **Contract End Date:** Apr 30, 2019
- **Use for PO25 only:**

### Item Detail

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>CALCIUM CHLORIDE</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td></td>
<td></td>
<td>24,400.00</td>
<td>24,400.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $24,400.00

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

This contract purchase order is to furnish and deliver liquid calcium chloride for the period December 1, 2018 through April 30, 2019 per State of Illinois contract pricing PSD #4018318

40,000 gallons @ $.61/gallon

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

Send completed approved PO to Kristina Jauch at Kristina@gasawayco.com

**User Department Internal Notes (these comments will NOT appear on the Purchase Order):**
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Gasaway Distributors, Inc.
Vendor #: 11295
Contract
Term: 12/1/2018 - 4/30/19
Contract
Total: $24,400.00

Dept: Division of Transportation
Contact: Mike Figuray
Phone: 630-407-6920
Assigned
Committee: Transportation

Description of
Procurement/ Scope of Work/ Background
To furnish and deliver Calcium Chloride deicer for a contract total not to exceed $24,400.00.

Reason for Procurement
To provide for a liquid deicer that works well in extremely low temperature.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1510 3510 52270
☐ 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
State of Illinois - Master Contracts # PSD #4018318

☐ 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)

DG, CPPB
Prepared By
Nov 5, 2018
Date

Recomm. for Approval
3/5/18
Date

IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
11-6-18
Date

Procurement Officer
11-6-18
Date

Chairman's Office
(Decision Memos Over $25,000)
11-8-18
Date

Chief Financial Officer
(Decision Memos Over $25,000)
11-8-18
Date

Rev 1.8
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FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Requesting Department: Division of Transportation  
Department Contact: Darcie Garza, CPPB

<table>
<thead>
<tr>
<th>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></th>
<th>Contact Phone: 630-407-6906</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Gasaway Distributors, Inc.</td>
<td>Vendor #: 11295</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 for a new contract to Furnish and deliver Calcium Chloride liquid deicer for a contract total not to exceed $24,400.00.

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

Historically, as part of our winter deicing program, we have requisitioned with the State to purchase Calcium Chloride, to provide for a liquid deicer that fights ice in extremely low temperatures.

**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.

During the winter season, it is imperative that the roads stay clear of snow and ice. To accomplish this, DuPage DOT has implemented a liquid deicer program which includes Calcium Chloride to fight snow and ice during extremely low temperatures.

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

This would be purchased under the competitively bid State of Illinois contract. The State collected requisitions back in June to orchestrate this joint purchase.

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

Staff recommends approval for a new contract for Calcium Chloride, for a contract total, not to exceed $24,400.00, due to a fact that a requisition has already been submitted to the State, committing us to quantities.

1. Competitively bid the commodity
2. Purchase a small amount, unencumbered, for emergency use only

**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>
<th>Account</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>19 1500 3510 52270</td>
<td>52270</td>
<td>$24,400.00</td>
<td></td>
</tr>
</tbody>
</table>
### Advanced Search

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

**Search Using:**
- ALL of the criteria

**Search Fields:**
- Contract/Blanket #
- Contract/Blanket Description
- Vendor Name
- Type Code
- Catalog
- Expiration Date (MM/DD/YYYY)
- 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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</thead>
<tbody>
<tr>
<td>17-416CMS-BOSS4-P-42</td>
<td>17-416CMS-BOSS4-P-42</td>
<td>PSD CALCIUM CHLORIDE FLAKE &amp; PELLET</td>
<td>Johnson Anthony E / Midwest Salt LLC</td>
<td>A</td>
<td>10/15/2018</td>
<td>04/14/2019</td>
</tr>
<tr>
<td>17-416CMS-BOSS4-P-48</td>
<td>17-416CMS-BOSS4-P-48</td>
<td>PSD CALCIUM CHLORIDE, LIQUID,</td>
<td>Gasaway Distributors Inc.</td>
<td>A</td>
<td>11/01/2016</td>
<td>04/30/2019</td>
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<tr>
<td>17-416CMS-BOSS4-P-50</td>
<td>17-416CMS-BOSS4-P-50</td>
<td>PSD CALCIUM CHLORIDE, LIQUID,</td>
<td>Socalco, Ltd.</td>
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<td>11/01/2016</td>
<td>04/30/2019</td>
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<td>17-416CMS-BOSS4-P-51</td>
<td>17-416CMS-BOSS4-P-51</td>
<td>PSD CALCIUM CHLORIDE, LIQUID,</td>
<td>Scotwood Industries, Inc.</td>
<td>A</td>
<td>11/01/2016</td>
<td>04/30/2019</td>
</tr>
</tbody>
</table>

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https://www.bidbuy.illinois.gov/bso/external/advsrch/searchContract.sdo
## Master Blanket Purchase Order 17-416CMS-BOSS4-P-48

### Header Information
- **Purchase Order Number:** 17-416CMS-BOSS4-P-48
- **Status:** 3PS - Sent
- **Fiscal Year:** 2017
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **Alternate ID:** 9100000038
- **Days ARO:** 10
- **Print Dest Detail:** Always
- **Catalog ID:**
- **Contact Instructions:**
  - **Agency Reference Number:** 17-100930 18-107287
  - **Bulletin Reference Number:** 228296
  - **Publication Date:** 08/08/2016
  - **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:** 11/01/2016
  - **Actual Contract End Date:** 04/30/2019
  - **Date Contract Executed:**
  - **Number of Renewals (number of times you can renew):** 0
  - **Fiscal Year of Obligation:** 2019
  - **Master Contract?:** Yes

### Release Information
- **Release Number:** 0
- **Purchaser:** Wayne Ilsley
- **PO Type:** Blanket
- **Location:** AG001 - Strategic Sourcing
- **Entered Date:** 01/13/2017 09:06:56 AM
- **Retainage %:** 0.00%
- **Release Type:** Direct Release
- **Tax Rate:**
- **Type Code:** Competitive Sealed Bidding
- **Control Code:**
- **Discount %:** 0.00%
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

**Short Description:** PSD CALCIUM CHLORIDE, LIQUID, Quantity

---

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docId=17-41...
Original/ Old Contract/PO Number: PSD4018318
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: 9000515526
Full SAP Contract Value: $9,999,999.00
No-Cost Contract?: No
Release Begin Date:
Release End Date:
Primary Vendor Information & PO Terms
Vendor: Gasaway Distributors Inc
Sally Gasaway
PO Box 4986
Oak Brook, IL 60522
US
Email: dag@gasawayco.com
Phone: (630)985-1600
FAX: (630)333-2260
PO Acknowledgements:
Document | Notifications | Acknowledged Date/Time
--- | --- | ---
Change | Emailed to dag@gasawayco.com at 06/25/2018 12:47:35 PM
Order 1 | | 
Change | Emailed to dag@gasawayco.com at 11/02/2018 11:30:45 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>V00003842</td>
<td>Gasaway Distributors Inc</td>
<td>Email</td>
<td>Active</td>
</tr>
</tbody>
</table>
Master Blanket/Contract Controls
Master Blanket/Contract Begin Date: 11/01/2016  Master Blanket/Contract End Date: 04/30/2019
Cooperative Purchasing Allowed: Yes
Organization | Department | Dollar Limit | Dollars Spent to Date | Minimum Order Amount |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></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>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Organization</td>
<td>Department</td>
<td>Dollar Limit</td>
<td>Dollars Spent to Date</td>
<td>Minimum Order Amount</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
<td>--------------</td>
<td>-----------------------</td>
<td>---------------------</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**

Print Sequence # 1.0, Item # 1: CALCIUM CHLORIDE LIQUID 32% SOLUTION MEETING AASHTO SPECIFICATION M-144, TYPE-I, THE LATEST REVISION THEREETO. MFR. 3PS - SENT PART # Ship To: Dist.1 Alsip Yard - Worth, IL

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

<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>
<td>0.0</td>
<td>$0.61</td>
<td>GAL - US Gallon</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: 2819 182 0030
Make: 2819 182 0030
Additional NIGP Code: SAP
Material/Service: 5000001829
Master Number: 2819 182 0030
Item Target Value: $10,000,000.00

Print Sequence # 2.0, Item # 2: CALCIUM CHLORIDE LIQUID 32% SOLUTION MEETING AASHTO SPECIFICATION M-144, TYPE-I, THE LATEST REVISION THEREETO. MFR. 3PS - SENT PART # Ship To: Dist.1 Arlington Yard - Arlington HTS, IL

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

<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>
<td>0.0</td>
<td>$0.61</td>
<td>GAL - US Gallon</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: 2819 182 0030
Make: 2819 182 0030
Additional NIGP Code: SAP
Material/Service: 5000001830
Master Number: 2819 182 0030
Item Target Value: $10,000,000.00
### Print Sequence # 3.0, Item # 3:

**CALCIUM CHLORIDE LIQUID 32% SOLUTION MEETING AASHTO SPECIFICATION M-144, TYPE-L, THE LATEST REVISION THERETO. MFR.**

**PART #**

**Sent**

**Ship To: Dist.1 Bishop Ford Yard - South Holland, IL**

**NIGP Code:** 192-46

**Ice and Snow Removal Chemicals (See 775-45 for Road Salt)**

<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>
<td>0.0</td>
<td>$0.61</td>
<td>GAL - US Gallon</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:**

**Make:** 28191820030

**Packaging:**

**Additional NIGP Code:**

**SAP Material/Service:** 5000001832

**Master Number:**

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

---

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

**CALCIUM CHLORIDE LIQUID 32% SOLUTION MEETING AASHTO SPECIFICATION M-144, TYPE-L, THE LATEST REVISION THERETO. MFR.**

**PART #**

**Sent**

**Ship To: Dist.1 Dan Ryan Yard - Chicago, IL**

**NIGP Code:** 192-46

**Ice and Snow Removal Chemicals (See 775-45 for Road Salt)**

<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>
<td>0.0</td>
<td>$0.61</td>
<td>GAL - US Gallon</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:**

**Make:** 28191820030

**Packaging:**

**Additional NIGP Code:**

**SAP Material/Service:** 5000001834

**Master Number:**

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

---

### Print Sequence # 5.0, Item # 5:

---

CALCIUM CHLORIDE LIQUID 32% SOLUTION MEETING AASHTO SPECIFICATION M-144, TYPE-L, THE LATEST REVISION THEREOF. MFR. SENT
PART # Ship To: Dist 1 Eisenhower Yard - Chicago, IL

NIGP Code: 192-46 Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

<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>
<td>0.0</td>
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<td>GAL - US Gallon</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Manufacturer: 
Model:
Make: 2819 182 0030
Packaging:

Additional NIGP Code:
SAP Material/Service 5000001836
Master Number: 
Item Target Value: $10,000,000.00

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**ILLINOIS**

**JOINT PURCHASING REQUISITION**

<table>
<thead>
<tr>
<th>Joint Purchasing #:</th>
<th>LC000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Unit:</td>
<td>County of DuPage DOT</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>140 N. County Farm Rd</td>
</tr>
<tr>
<td>City / State / Zip:</td>
<td>Wheaton, IL 60187</td>
</tr>
<tr>
<td>County:</td>
<td>DuPage</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Darcie Garza, CPPB</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>630-407-6906</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>630-407-6921</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
</tr>
</tbody>
</table>

**Delivery Point**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT MEASURE</th>
<th>AMOUNT BUDGETED</th>
</tr>
</thead>
</table>
| ( PRIOR COMMODITY: 2819-182-0036 )
CALCIUM CHLORIDE LIQUID
32% SOLUTION, AASHTO M-144,
TYPE-L, FOR ICE CONTROL ON
HIGHWAYS, FULL-TRUCKLOAD
PURCHASED BY J.P. UNITS
| 40,000
Multiples of
4,000 Gal. | GALLONS | $ |
| ( PRIOR COMMODITY: 2819-182-0037 )
CALCIUM CHLORIDE LIQUID
32% SOLUTION, AASHTO M-144,
TYPE-L, FOR ICE CONTROL ON
HIGHWAYS, MINIMUM 1,000 GAL.
PURCHASED BY J.P. UNITS |
| Multiples of
1,000 Gal. | GALLONS | $ |

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this government unit and not for the personal use of any official or individual.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

**SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT**

**TITLE**

*Printed on Recycled Paper*
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: Gasaway Distributors
Company Contact: David Gasaway
Contact Email: dag@gasawayco.com
Contact Phone: 630-985-4600

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature

Signature on File

Printed Name

David Gasaway

Title

President

Date

11/2/2018

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

DT-P-0309-18

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND H.W. LOCHNER, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
SECTION 11-00302-04-CH
(CONTRACT TOTAL NOT TO EXCEED $860,489.66;
COUNTY TO BE REIMBURSED UP TO $356,000.00)

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 improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH; and

WHEREAS, H.W. Lochner, 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 $860,489.66; 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 H.W. Lochner, Inc. be hereby accepted and approved for a contract total not to exceed $860,489.66 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 H.W. Lochner, Inc., 1101 Warrenville Road, Suite 20, Lisle, Illinois 60532, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>James Zay, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>James Healy</td>
</tr>
</tbody>
</table>

Requisition 25k and over

DT-P-0309-18
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$860,489.66</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**

Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>11/05/2018 11:16 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>11/05/2018 11:18 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>11/06/2018 8:24 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>11/06/2018 2:57 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>11/08/2018 6:06 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>11/09/2018 7:29 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>11/15/2018 8:29 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>11/20/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending 11/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending 11/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Requisition 25k and over

DT-P-0309-18
## Purchase Requisition

### Procurement Services Division

**Date:** Oct 24, 2018

<table>
<thead>
<tr>
<th>Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> H.W. Lochner, Inc.</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12406</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Atn:</strong> Ken Desmaretz</td>
<td><strong>Email:</strong> <a href="mailto:kdesmaretz@hwlochner.com">kdesmaretz@hwlochner.com</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 1011 Warrenville Road, Suite 20</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60532</td>
<td><strong>Zip:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-679-1670</td>
<td><strong>Fax:</strong> 630-407-6900</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th><strong>Vendor #:</strong> 12406</th>
<th><strong>Dept:</strong> Same as Above</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Atn:</strong> Paul Krueger</td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
<td><strong>Zip:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th><strong>PER 50 ILCS 505/1</strong></th>
<th><strong>Destination</strong></th>
<th><strong>Contract Administrator</strong></th>
<th><strong>Contract Start Date</strong></th>
<th><strong>Contract End Date</strong></th>
<th><strong>Use for</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PO25 only</strong></td>
<td></td>
<td>Sarah Lobdell</td>
<td>Nov 30, 2020</td>
<td>PO25 only</td>
<td></td>
</tr>
<tr>
<td>PO25 only</td>
<td></td>
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</tr>
</tbody>
</table>

### Item Detail

<table>
<thead>
<tr>
<th><strong>LN</strong></th>
<th><strong>Qty</strong></th>
<th><strong>UOM</strong></th>
<th><strong>Item Detail (Product #)</strong></th>
<th><strong>Description</strong></th>
<th><strong>FY</strong></th>
<th><strong>Dept #</strong></th>
<th><strong>Acct #</strong></th>
<th><strong>Unit Price</strong></th>
<th><strong>Extension</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td><strong>ENGINEERING</strong></td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td>860,489.66</td>
<td>860,489.66</td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 860,489.66

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

- Professional Phase III Construction Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH
- Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

- Last Invoice Date 11/30/21

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

- Transportation - 11/20/18
- County Board - 11/27/18
- FY19 $860,489.66

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

**Rev 1.2**

**Packet Pg. 38**

**Attachment:** H.W. Lochner - Requisition (DT-P-0309-18 : H.W. Lochner, Inc.)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Dept: Division of Transportation  Contact: Paul Krueger  Phone: 6900
Contract Total: $860,489.66

Description of Procurement/Scope of Work/Background
Professional Phase III Construction Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH

Reason for Procurement
See attached Decision Memo

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
☐ 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)

Prepared By:  Date:  Oct 24, 2018  Recommended for Approval:  Date:  10/30/18  IT Approval, if required:  Date:  

REVIEWED BY (Initials Only)

Buyer:  Date:  11/6/18

Chief Financial Officer:  Date:  11-8-18

Procurement Officer:  Date:  11-6-18

Chairman’s Office:  Date:  11-8-18

SL:  Rev 1.2
Packet Pg. 39
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.

Date: Oct 25, 2018
MinuteTraq (IQM2) ID: 13846
Department Requisition #: ______

Requesting Department: Division of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: H.W. Lochner, Inc.

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

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

The Division of Transportation (DOT) is in need of professional construction engineering services for the 55th Street improvements contract, Section 11-00302-04-CH.

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

The anticipated letting date of the project by the Illinois Department of Transportation is November 9, 2018. In order to comply with Motor Fuel Tax requirements, it is necessary to monitor, inspect and document the work by the contractor. The project will include widening the intersections at Main Street and Fairview Avenue to accommodate left turn lanes. Additional work will include resurfacing 55th Street from Dunham Road to Williams Street, traffic signal modernization and interconnect. A consultant is necessary to inspect the work by the contractor to ensure it is in accordance with the plans and special provisions, to document the work by the contractor, to order required materials testing, to measure completed work for payment and other related work. Construction engineering will be funded with federal funds (CMAQ) as well as DuPage County funds.

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.

This project will increase the safety for the motoring public at the 55th and Main Street and the 55th and Fairview Avenue intersections. Additionally, the resurfacing will help keep the County Highway system in a "state of good repair" allowing motorists to travel county highways in a safe and efficient manner.

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 Qualifications were sent to firms throughout the industry. Proposals were received from 31 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, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner, Inc. 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.

Staff recommendation is to award a construction engineering contract to H.W. Lochner, Inc. Other options would be to award a construction engineering contract to another firm or to perform the work utilizing in-house staff. The project involves intersection widening, pavement patching, resurfacing, new sidewalk and sidewalk ADA ramps, retaining walls, traffic signal modernization and interconnect. It will be necessary to assign at least two persons, full time, to this project to monitor and document the work to be performed by the contractor. In addition, testing of asphalt and concrete placed as part of the contract will also need to be performed in accordance with IDOT materials inspection requirements. The DOT does not have the available staffing to assign full time to this single project and still make progress on other project assignments. Also, the DOT does not possess the necessary testing equipment, certified lab/or specialized training to perform the required materials testing. The use of a consultant is recommended as the most cost effective means to provide the required construction engineering for this project. The DOT has reviewed the capabilities of several firms pre-qualified by IDOT for this work. H.W. Lochner Inc. has qualified personnel readily available to perform the construction engineering on this project and the DOT feels it is in the best interest of the County to award a
contract to H.W. Lochner. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff 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 FY19 fiscal impact for this contract is anticipated to be $860,489.66. The DOT has allocated sufficient funds in our FY19 budget to pay for this contract. Of the total cost of $860,489.66, the Federal government will reimburse the County up to $296,008.44 and Downers Grove will reimburse the County $60,000.00 for water main work.
THIS AGREEMENT is made and entered into this ________ day of ________, between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Engineer</td>
<td>Deputy Director Division of Highways, Regional Engineer, Department of Transportation</td>
</tr>
<tr>
<td>Resident Construction Supervisor</td>
<td>Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT</td>
</tr>
<tr>
<td>Contractor</td>
<td>A full time LPA employee authorized to administer inherently governmental PROJECT activities</td>
</tr>
</tbody>
</table>

### Project Description

<table>
<thead>
<tr>
<th>Name</th>
<th>55th Street (CH 35)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termini</td>
<td>Dunham Road to Clarendon Hills Road</td>
</tr>
</tbody>
</table>

Description: Construction engineering for widening and resurfacing

### Agreement Provisions

1. The ENGINEER AGREES, to perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinafter 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.
• 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 property 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), 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:
5. For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) Final Payment — Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on 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 40 USC 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 by 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 1f of Section I.

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:

(1) 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 25 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

<table>
<thead>
<tr>
<th>Prime Consultant:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.W. Lochner, Inc.</td>
<td>36-2336811</td>
<td>$392,012.66</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark, Dietz, Inc.</td>
<td>37-1212051</td>
<td>$250,755.00</td>
</tr>
<tr>
<td>Cotter Consulting, Inc.</td>
<td>36-3735857</td>
<td>$169,934.00</td>
</tr>
<tr>
<td>Material Solutions Laboratory</td>
<td>20-5755513</td>
<td>$47,788.00</td>
</tr>
</tbody>
</table>

| Sub-Consultant Total: | $468,477.00 |
| Prime Consultant Total: | $392,012.66 |
| Total for all Work: | $860,489.66 |

Executed by the LPA:

**ATTEST:**

By: ______________

Paul Hinds

Clerk

(SEAL)

County of DuPage

(Municipality/Township/County)

By: ______________

Title: ______________

Executed by the ENGINEER:

**ATTEST:**

By: ______________

Title: ______________

H.W. Lochner, Inc.

By: ______________

Title: ______________
## Exhibit A - Construction Engineering

**Route:** 55th Street (CH 35)  
**Local:** County of DuPage  
**Section:** 11-00302-04-CH  
**Project:** K9HE081  
**Job No.:** C-91-197-15

**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:**  
- **Lump Sum:**

### 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>
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<tbody>
<tr>
<td>Adv. Utility Coord.</td>
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<td>22.00</td>
<td>$66.13</td>
<td>$1,454.86</td>
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<tr>
<td>Post Construction</td>
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<td>244.00</td>
<td>$64.22</td>
<td>$15,669.68</td>
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<td>$1,185.00</td>
<td>$6,295.99</td>
<td>$49,718.61</td>
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</tr>
</tbody>
</table>

- **Other Services: Clark, Dietz, Inc.:** $250,755.00  
- **Other Services: Cotter Consulting:** $169,934.00  
- **Other Services: MSL:** $47,788.00

| Totals            |                | 2,632.0    | $121,478.92  | $200,525.23       | $468,477.00       | $20,365.00              | $49,643.51                | $860,489.66   |           |

*Firm's approved rates on file with Bureau of Accounting and Auditing:
- **Overhead Rate (OH):** 165.07%  
- **Complexity Factor (R):** 0.00  
- **Calendar Days:**

---

Page 7 of 9  
Printed on 10/12/2018 12:16:08 PM  

**JPO**  
11/5/18
# Engineering Payment Report
(Submit with Final Invoice)

### Prime Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>H.W. Lochner, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1011 Warreerville Rd, Suite</td>
</tr>
<tr>
<td>Telephone</td>
<td>(630) 679-1670</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>
</tr>
</thead>
<tbody>
<tr>
<td>Section Number</td>
<td>11-00302-04-CH</td>
</tr>
<tr>
<td>Project Number</td>
<td>K9HE(081)</td>
</tr>
<tr>
<td>Job Number</td>
<td>C-91-197-15</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>Clark, Dietz, Inc.</td>
<td>37-1212051</td>
<td></td>
</tr>
<tr>
<td>Cotter Consulting, Inc</td>
<td>36-3735857</td>
<td></td>
</tr>
<tr>
<td>Material Solutions Laboratory</td>
<td>20-5755513</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.
Local Public Agency: DuPage County  
Section Number: 11-00302-04-CH  
Project Number: K9HE(081)  
Job Number: C-81-197-15

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

   Criteria for this project | Weighting | Criteria for this project | Weighting
   ┏━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━фин
   ┏━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━phin
   ┏━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━phin
   ┏━━━━━━━━━━━━━━━━━━━━━━━━━━━━━━phin
   │ Technical Approach │ 30%  │ DBE/WBE Participation │ 5%  
   │ Firm Experience     │ 25%  │                             |
   │ Staff Capabilities  │ 30%  │                             |
   │ Work Load Capacity  │ 10%  │                             |

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) H.W. Lochner, 2) Omega, 3) Stanley Consultants

   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
Phase III (Construction Engineering)
Scope of Services

Project Name: 55th Street (CH 35), Dunham Road to Clarendon Hills Road
Section No.: 11-00302-04-CH
Project No.: K9HE(081)
IDOT Contract No.: 61E06

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT’s ICORS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor’s Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT’s Documentation of Contract Quantities standards.

12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.

13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.

14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.

15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.

16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of any issues regarding the public that cannot be resolved to the satisfaction of all parties in the field.

17. Schedule final inspection with Contractor and DuPage County.

18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the Village of Downers Grove.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements between DuPage County, IDOT and the Village.
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Lochner will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and personal safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR 05611.

1. Project Manager
2. Resident Engineer
3. Assistant Resident Engineer
4. Construction Inspectors x2
5. Surveyor
6. Materials testing Technician
7. Drone Operator
ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversite of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.

2. Construction layout staking is not included in the scope or work. According to the contract, the Contractor will provide their own layout staking. Lochner will spot check Contractor layout to verify accuracy.

3. Lochner is not responsible for Contractor means, methods or schedules. However, Lochner will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.

4. Lochner is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.
**PAYROLL ESCALATION TABLE**

**FIXED RAISES**

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>MONTHS</th>
<th>DATE</th>
<th>PTB-ITEM#</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td></td>
<td>10/12/18</td>
<td>1</td>
</tr>
</tbody>
</table>

**OVERHEAD RATE** 165.07%

**COMPLEXITY FACTOR** 0

**% OF RAISE** 3%

---

**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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<td>7/1/2019</td>
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<tr>
<td>1</td>
<td>7/2/2019</td>
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<td>7/2/2020</td>
<td>12/1/2020</td>
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</table>

The total escalation = 2.77%
### 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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</thead>
<tbody>
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</tr>
<tr>
<td>Resident Engineer</td>
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</tr>
<tr>
<td>Intern</td>
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<td>$17.55</td>
</tr>
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</table>

**Note:** Rates should be capped on the AVG tab as necessary.

**escalation factor:** 2.77%

**Firm Name:** H.W. Lochner, Inc.

**Prime/Supplement:** Prime

**PTB-ITEM #:** 1

**Date: 10/24/18**
# Average Hourly Project Rates

**Firm:** H.W. Lochner, Inc.

**Prime/Supplement:** Prime

**Date:** 10/24/18

## Payroll

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<td>%</td>
<td>Weight Avg</td>
<td>Hours</td>
<td>%</td>
<td>Weight Avg</td>
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EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: H.W. Lochner, Inc.
PROJECT: 55th Street – Dunham Road to Clarendon Hills Road: 11-00302-04-CH

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<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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<tr>
<td>Engineer</td>
<td>28.00</td>
<td>49.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>30.00</td>
<td>55.00</td>
</tr>
<tr>
<td>Technician</td>
<td>25.00</td>
<td>35.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>35.00</td>
<td>44.00</td>
</tr>
<tr>
<td>Intern</td>
<td>15.00</td>
<td>20.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT:

Signature on File

Type Name: Alan C. Hasler

Approved By COUNTY:

Signature on File

Date: 10/24/18

Date: 11/9/18
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.
## Illinois Department of Transportation

**COMPANY NAME:** H.W. Lochner, Inc.  
**PTB NUMBER:** Section No. 11-00392-04-CH  
**TODAY'S DATE:** 10/15/2018

### Direct Cost Check Sheet

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>U/L</th>
<th>W/O only</th>
<th>Quantity</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicles Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>311</td>
<td>$65.00</td>
<td>$20,215.00</td>
<td></td>
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<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>10</td>
<td>$15.00</td>
<td>$150.00</td>
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<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>
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<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</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>
<td></td>
<td>$0.00</td>
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<td>Project Specific Insurance</td>
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<td>Monuments (Permanent)</td>
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<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
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<td>$0.00</td>
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<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
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<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
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<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
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<td>Recording Fees</td>
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<td>$0.00</td>
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<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
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<td>$0.00</td>
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<td>Courthouse Fees</td>
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<td>Storm Sewer Cleaning and TVeing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Traffic Control and Protection</td>
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<td>Aerial Photography and Mapping</td>
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<td>Utility Exploratory Trenching</td>
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<td>Testing of Soil Samples*</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>TOTAL DIRECT COST</td>
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*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

**PRINTED 10/16/2018**


Packet Pg. 59
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<td><strong>Post Construction</strong></td>
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<td><strong>Vehicle Days (cont.)</strong></td>
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<td><strong>Driver</strong></td>
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<td>311</td>
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<tr>
<td><strong>Clerk Days</strong></td>
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<td>4</td>
<td>4</td>
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<td>4</td>
<td>154</td>
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<tr>
<td><strong>Totals</strong></td>
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<td>1118</td>
<td>872</td>
<td>1430</td>
<td>1630</td>
<td>485</td>
<td>48</td>
<td>5421</td>
<td>4679</td>
<td>566</td>
<td>311</td>
<td>154</td>
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</tr>
</tbody>
</table>
EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Clark Dietz, Inc.
PROJECT: 55th Street (CH 35) from Dunham Road to Clarendon Hills Road

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Project Director (P-9)</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td>Project Director (P-8)</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager (P-7)</td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager/Senior Engineer (P-6)</td>
<td>$51.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager/Project Engineer (P-5)</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Project Engineer (P-4)</td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td>Engineer (P-3)</td>
<td>$32.00</td>
<td></td>
</tr>
<tr>
<td>Engineer (P-1/2)</td>
<td>$28.00</td>
<td></td>
</tr>
<tr>
<td>Senior Technician (T-5)</td>
<td>$49.00</td>
<td></td>
</tr>
<tr>
<td>Senior Technician (T-5)</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>Senior Technician (T-4)</td>
<td>$32.00</td>
<td></td>
</tr>
<tr>
<td>Technician (T-3/T-1/2)</td>
<td>$18.00</td>
<td></td>
</tr>
<tr>
<td>Clerical (C-3/C-2)</td>
<td>$15.00</td>
<td></td>
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<tr>
<td>Administrative (A-4/A-3/A-2)</td>
<td>$17.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT: [Signature on File]

Approved By COUNTY: [Signature on File]

Date: 10/4/18

Date: 11/9/18

Page 1 of 2
Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filed 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.
# PAYROLL ESCALATION TABLE

## FIXED RAISES

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>MONTHS</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12</td>
<td>10/12/18</td>
</tr>
</tbody>
</table>

| START DATE   | 1/1/2019 |
| END DATE     | 12/31/2019 |

| RAISE DATE   | 1/1/2020 |

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

<table>
<thead>
<tr>
<th>OVERHEAD RATE</th>
<th>185.16%</th>
</tr>
</thead>
</table>

## OVERHEAD ESCALATION

<table>
<thead>
<tr>
<th>year</th>
<th>First date</th>
<th>Last date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1/1/2019</td>
<td>12/31/2019</td>
<td>12</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

The total escalation = 0.00%
**PAYROLL RATES**

**FIRM NAME**: Clark Dietz, Inc.  
**DATE**: 10/12/18  
**PRIME/SUPPLEMENT**: Prime  
**PTB-ITEM #**:  

**Note**: Rates should be capped on the AVG tab as necessary.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
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<tbody>
<tr>
<td>Principal/Project Director (P-9)</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Project Director (P-8)</td>
<td>$70.00</td>
<td>$70.00</td>
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<tr>
<td>Senior Project Manager (P-7)</td>
<td>$65.88</td>
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</tr>
<tr>
<td>Project Manager/Senior Engineer (P-6)</td>
<td>$57.10</td>
<td>$57.10</td>
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<tr>
<td>Project Manager/Project Engineer (P-5)</td>
<td>$48.91</td>
<td>$48.91</td>
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<td>Project Engineer (P-4)</td>
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<td>Engineer (P-3)</td>
<td>$35.10</td>
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<tr>
<td>Engineer (P-1/2)</td>
<td>$30.13</td>
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<tr>
<td>Senior Technician (T-6)</td>
<td>$49.20</td>
<td>$49.20</td>
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<td>Senior Technician (T-5)</td>
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<td>Senior Technician (T-4)</td>
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<td>Technician (T-3/T-1/2)</td>
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<td>Clerical (C-3/C-2)</td>
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<tr>
<td>Administrative (A-4/A-3/A-2)</td>
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# COST PLUS FIXED FEE
## COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**
Clark Dietz, Inc.

**PTB-ITEM #**
1

**PRIME/SUPPLEMENT**
Prime

**OVERHEAD RATE**
185.16%

**COMPLEXITY FACTOR**
0

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<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>
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<tbody>
<tr>
<td></td>
<td>Assistant RE</td>
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<td>57,447</td>
<td>106,370</td>
<td>21,256</td>
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<td>185,073</td>
<td>73.81%</td>
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<td>Surveyor</td>
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<td>17,281</td>
<td>31,997</td>
<td>6,394</td>
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<td></td>
<td>55,672</td>
<td>22.20%</td>
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<tr>
<td></td>
<td>Direct Costs</td>
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</tr>
<tr>
<td></td>
<td>Subconsultant DL</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>250,755</td>
<td>100.00%</td>
<td>DBE 0.00%</td>
</tr>
</tbody>
</table>

**TOTALS**
1327 74,728 138,367 10,010 27,650 - - 250,755 100.00%

213,095

**DATE**
10/24/18

**Prepared By:** Consultant
# Average Hourly Project Rates

**Firm:** Clark Dietz, Inc.

**Prime/Supplement:** Prime

**Date:** 10/12/18

**Sheet 1 of 5**

<table>
<thead>
<tr>
<th>Classification</th>
<th>AVG Hourly Rates</th>
<th>Total Proj. Rates</th>
<th>Assistant RE</th>
<th>Surveyor</th>
</tr>
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<tbody>
<tr>
<td>Principal/Project Director (P-6)</td>
<td>70.00</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Director (P-6)</td>
<td>70.00</td>
<td>0.0</td>
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</tr>
<tr>
<td>Senior Project Manager (P-7)</td>
<td>65.88</td>
<td>872.0</td>
<td>65.71%</td>
<td>43.29%</td>
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<tr>
<td>Project Manager/Senior Engineer (P-6)</td>
<td>57.10</td>
<td>0.0</td>
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</tr>
<tr>
<td>Project Manager/Project Engineer (P-5)</td>
<td>48.91</td>
<td>0.0</td>
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</tr>
<tr>
<td>Project Engineer (P-4)</td>
<td>41.37</td>
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<tr>
<td>Engineer (P-3)</td>
<td>35.16</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer (P-1/2)</td>
<td>30.13</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Technician (T-6)</td>
<td>49.20</td>
<td>0.0</td>
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</tr>
<tr>
<td>Senior Technician (T-5)</td>
<td>43.65</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Technician (T-4)</td>
<td>37.98</td>
<td>455.0</td>
<td>34.22%</td>
<td>15.02%</td>
</tr>
<tr>
<td>Technician (T-3/T-1/2)</td>
<td>31.18</td>
<td>0.0</td>
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<td></td>
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<tr>
<td>Clerical (C-3/C-2)</td>
<td>29.00</td>
<td>0.0</td>
<td></td>
<td></td>
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<tr>
<td>Administrative (A-4/A-3/A-2)</td>
<td>32.48</td>
<td>0.0</td>
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</tbody>
</table>

**Totals:**

- Total Hours: 1,237.0
- Total %: 100.00%
- Total伟: 872.0
- Total 100.00%
- Total伟: 337.0
- Total %: 0.00%
- Total伟: 63.00
- Total %: 0.00%
- Total伟: 32.00
- Total %: 0.00%
- Total伟: 20.00
- Total %: 0.00%
- Total伟: 10.00
- Total %: 0.00%

**Printed 10/12/2018 12:33 PM**

Page 1 of 1

BDE 3608 Template (Rev. 10/19/17)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice,</td>
<td>$0.00</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>$65.00</td>
<td>154</td>
<td>$10,010.00</td>
<td>$10,010.00</td>
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<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $65/day)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on fire's policy)</td>
<td>$0.00</td>
<td>$0.00</td>
<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>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Myelars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Myelars (Outsides)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Storm Sewer Cleaning and Televing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Utility Exploratory Trenching</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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<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST** $10,010.00

*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

PRINTED 10/14/2018 ROE 436 (Rev. 02/22/17)
## EXHIBIT C
### DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

**CONSULTANT:** Cotter Consulting, Inc  
**PROJECT:** 55th Street – Dunham Road to Clarendon Hills Road

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Vice President (Drone Operator)</td>
<td>$55.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Group Manager</td>
<td>$45.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$46.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$31.00</td>
<td>$50.00</td>
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<tr>
<td>Engineer I</td>
<td>$27.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Technician III</td>
<td>$40.00</td>
<td>$58.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$30.00</td>
<td>$42.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$20.00</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

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

**Signature on File**

**Signature of Authorized Agent**  
for CONSULTANT:  
Date: 9/27/18

**Approved By COUNTY:**  
Date: 11/9/18
# PAYROLL ESCALATION TABLE

## FIXED RAISES

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>Cotter Consulting, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME/SUPPLEMENT</td>
<td>Prime</td>
</tr>
<tr>
<td>Prepared By</td>
<td>Joe Hunn</td>
</tr>
<tr>
<td>DATE</td>
<td>10/09/18</td>
</tr>
<tr>
<td>PTB-ITEM#</td>
<td>55th Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>23 MONTHS</th>
<th>OVERHEAD RATE</th>
<th>112.64%</th>
</tr>
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<tbody>
<tr>
<td>START DATE</td>
<td>11/30/2018</td>
<td>COMPLEXITY FACTOR</td>
<td>0</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>1/1/2019</td>
<td>% OF RAISE</td>
<td>3%</td>
</tr>
<tr>
<td>END DATE</td>
<td>10/29/2020</td>
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</tbody>
</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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<tbody>
<tr>
<td>0</td>
<td>11/30/2018</td>
<td>1/1/2019</td>
<td>1</td>
<td>4.35%</td>
</tr>
<tr>
<td>1</td>
<td>1/2/2019</td>
<td>1/1/2020</td>
<td>12</td>
<td>53.74%</td>
</tr>
<tr>
<td>2</td>
<td>1/2/2020</td>
<td>11/1/2020</td>
<td>10</td>
<td>46.13%</td>
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</table>

The total escalation = 4.21%
PAYROLL RATES

FIRM NAME: Cotter Consulting, Inc.
PRIME/SUPPLEMENT: Prime
PTB-ITEM #: 35th Street

ESCALATION FACTOR: 4.21%
Note: Rates should be capped on the AVG tab as necessary

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
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<tbody>
<tr>
<td>Vice President (Drone Oper)</td>
<td>$70.00</td>
<td>$72.95</td>
</tr>
<tr>
<td>Group Manager</td>
<td>$70.00</td>
<td>$72.95</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$58.00</td>
<td>$60.44</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$42.00</td>
<td>$43.77</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$31.00</td>
<td>$32.31</td>
</tr>
<tr>
<td>Technician III</td>
<td>$41.00</td>
<td>$42.73</td>
</tr>
<tr>
<td>Technician II</td>
<td>$33.00</td>
<td>$34.39</td>
</tr>
<tr>
<td>Technician I</td>
<td>$25.00</td>
<td>$26.05</td>
</tr>
</tbody>
</table>

Bureau of Design and Environment
Prepared By: Consultant

Printed 10/9/2018 8:45 AM
Page 2 of 4
BDE 3508 Template (Rev. 10/19/17)
# COST PLUS FIXED FEE
## COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**
- Cotter Consulting, Inc
  - 55th Street
  - Prime

**OVERHEAD RATE**
- 112.64%

**COMPLEXITY FACTOR**
- 0

**DATE**
- 10/09/18

<table>
<thead>
<tr>
<th>DBE DROP BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</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>
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</thead>
<tbody>
<tr>
<td></td>
<td>Drone Operator</td>
<td>32</td>
<td>2,240</td>
<td>2,523</td>
<td>829</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,562</td>
<td>3.29%</td>
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<tr>
<td></td>
<td>Field Inspector</td>
<td>1430</td>
<td>61,100</td>
<td>68,823</td>
<td>22,607</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>152,530</td>
<td>92.76%</td>
</tr>
<tr>
<td></td>
<td>Direct Costs</td>
<td>-</td>
<td>-</td>
<td>11,812</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11,812</td>
<td>6.95%</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</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>Drone Operator</td>
<td>32</td>
<td>2,240</td>
<td>2,523</td>
<td>829</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,562</td>
<td>3.29%</td>
</tr>
<tr>
<td>Field Inspector</td>
<td>1430</td>
<td>61,100</td>
<td>68,823</td>
<td>22,607</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>152,530</td>
<td>92.76%</td>
</tr>
<tr>
<td>Direct Costs</td>
<td>-</td>
<td>-</td>
<td>11,812</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11,812</td>
<td>6.95%</td>
</tr>
</tbody>
</table>

**Subconsultant DL**
- 0

**TOTALS**
- 1462
- 63,340
- 71,346
- 11,812
- 23,436
- 0
- 169,934
- 100.00%

**DBE 0.00%**

---

Bureau of Design and Environment
Prepared By: Consultant

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Page 3 of 4

# Average Hourly Project Rates

**FIRM**
Cotter Consulting, Inc  
55th Street

**PTB-ITEM#**
Prime

**PRIME/SUPPLEMENT**
Prime

**DATE**
10/09/18

**SHEET**
1 of 5

## Average Hourly Project Rates Table

<table>
<thead>
<tr>
<th>Classification</th>
<th>AVG Hourly Rates</th>
<th>Total Proj. Rates</th>
<th>Drone Operator</th>
<th>Field Inspector</th>
<th>Direct Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
<td>Hours</td>
</tr>
<tr>
<td>Vice President (Drone Oper)</td>
<td>70.00</td>
<td>32.0</td>
<td>21.9%</td>
<td>1.55</td>
<td>32</td>
</tr>
<tr>
<td>Group Manager</td>
<td>70.00</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>1430</td>
</tr>
<tr>
<td>Engineer III</td>
<td>60.44</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0</td>
</tr>
<tr>
<td>Engineer II</td>
<td>43.77</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0</td>
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<tr>
<td>Engineer I</td>
<td>32.31</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0</td>
</tr>
<tr>
<td>Technician III</td>
<td>42.73</td>
<td>1430.0</td>
<td>97.81%</td>
<td>41.79</td>
<td>0</td>
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<tr>
<td>Technician II</td>
<td>34.39</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>1430</td>
</tr>
<tr>
<td>Technician I</td>
<td>26.05</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>1482.00</td>
<td>100%</td>
<td>$43.32</td>
<td>32.0</td>
<td>$70.00</td>
</tr>
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</table>

Printed 10/9/2018 8:45 AM

Page 4 of 4

BDE 3608 Template (Rev. 10/19/17)
## Illinois Department of Transportation

**COMPANY NAME:** Cotter Consulting, Inc  
**PTB NUMBER:** 56th St - Dunham Road to Clarendon Hills Road  
**TODAY'S DATE:** 10/8/2018

### Direct Costs Check Sheet

**ITEM** | **ALLOWABLE** | **UTILIZE IRA ONLY** | **QUANTITY** | **CONTRACT RATE** | **TOTAL**  
--- | --- | --- | --- | --- | ---  
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum |  |  | $0.00 | $0.00  
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost (Up to state rate maximum) |  |  | $0.00 | $0.00  
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost |  |  | $0.00 | $0.00  
Air Fare (per GOVERNOR'S TRAVEL CONTROL BOARD) | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval |  |  | $0.00 | $0.00  
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum |  |  | $0.00 | $0.00  
Vehicle Owned or Leased | $32.50/half day (4 hours or less) or $65/full day |  |  | 154 | $10,010.00  
Vehicle Rental | Actual cost (Up to $65/day) |  |  |  | $0.00  
Tolls | Actual cost |  |  |  | $0.00  
Parking | Actual cost |  |  |  | $0.00  
Overtime | Premium portion (Submit supporting documentation) |  |  | 10 | $108.70  
Shift Differential | Actual cost (Based on firm's policy) |  |  | 10 | $108.70  
Overnight Delivery/Postage/Courier Service | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Copies of Deliverables/Mylars (In-house) | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Copies of Deliverables/Mylars (Outside) | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Project Specific Insurance | Actual cost |  |  |  | $0.00  
Monuments (Permanent) | Actual cost |  |  |  | $0.00  
Photo Processing | Actual cost |  |  |  | $0.00  
2-Way Radio (Survey or Phase III Only) | Actual cost |  |  |  | $0.00  
Telephone Usage (Traffic System Monitoring Only) | Actual cost |  |  |  | $0.00  
CADD | Actual cost (Max $15/hour) |  |  |  | $0.00  
Web Site | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Advertisements | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Public Meeting Facility Rental | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Public Meeting Exhibits/Renderings & Equipment | Actual cost (Submit supporting documentation) |  |  |  | $0.00  
Recording Fees | Actual cost |  |  |  | $0.00  
Transcriptions (specific to project) | Actual cost |  |  |  | $0.00  
Courthouse Fees | Actual cost |  |  |  | $0.00  
Storm Sewer Cleaning and Televising | Actual cost (Requires 2-3 quotes with IDOT approval) |  |  |  | $0.00  
Traffic Control and Protection | Actual cost (Requires 2-3 quotes with IDOT approval) |  |  |  | $0.00  
Aerial Photography and Mapping | Actual cost (Requires 2-3 quotes with IDOT approval) |  |  |  | $0.00  
Utility Exploratory Trenching | Actual cost (Requires 2-3 quotes with IDOT approval) |  |  |  | $0.00  
Testing of Soil Samples* | Actual cost |  |  |  | $0.00  
Lab Services* | Actual cost (Provide breakdown of each cost) |  |  |  | $0.00  
Equipment and/or Specialized Equipment Rental* | Actual cost (Requires 2-3 quotes with IDOT approval) |  |  | 32 | $1,600.00  
Drone Photography & Video | Hourly |  |  |  | $0.00  

**TOTAL DIRECT COST** |  |  |  |  | **$11,811.80**

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

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

**Printed:** 10/8/2018

---

EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Material Solutions Laboratory
PROJECT: DuPage – 55th Street

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>Liaison Engineer</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>QA Field Manager</td>
<td>32.00</td>
<td></td>
</tr>
<tr>
<td>Lab Manager</td>
<td>28.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>24.00</td>
<td></td>
</tr>
<tr>
<td>Documentation Engineer</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>Material Coordinator</td>
<td>24.00</td>
<td></td>
</tr>
<tr>
<td>Office Manager</td>
<td>22.00</td>
<td></td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>18.00</td>
<td></td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>12.50</td>
<td></td>
</tr>
<tr>
<td>Pick-Up Technician</td>
<td>18.00</td>
<td></td>
</tr>
<tr>
<td>Testing Apprentice</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>QC/QA Level III Technician</td>
<td>38.00</td>
<td></td>
</tr>
<tr>
<td>QC/QA Level II Technician</td>
<td>35.00</td>
<td></td>
</tr>
<tr>
<td>QC/QA Level I Technician</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>Materials QA Technician</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>Laboratory Assistant</td>
<td>12.50</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT: [Signature on File]

Date: 10/04/2018

Approved By COUNTY: [Signature on File]

Date: 11/3/18

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 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
ANNIVERSARY RAISES

FIRM NAME
Material Solutions Laboratory
PRIME/SUPPLEMENT
Prime
Prepared By:
Dan Tiltges
DATE
10/12/18
PTB NO.
180-55th St.

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>16 MONTHS</th>
<th>START DATE</th>
<th>11/1/2018</th>
<th>RAISE DATE</th>
<th>ANNIVERSARY</th>
</tr>
</thead>
</table>

OVERHEAD RATE 159.93%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT
8

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT
2.00%

The total escalation for this project would be: 2.00%
# Payroll Rates

**Prime/Supplement**

**PTB No.**

**Prime Solutions Labor**

**Date** 10/24/18

**Escalation Factor** 2.00%

<table>
<thead>
<tr>
<th>Classification</th>
<th>IDOT Payroll Rates On File</th>
<th>Calculated Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Materials QA Technician</td>
<td>$39.73</td>
<td>$40.52</td>
</tr>
<tr>
<td>Documentation Engineer</td>
<td>$24.17</td>
<td>$24.65</td>
</tr>
<tr>
<td>Pick-Up Technician</td>
<td>$25.04</td>
<td>$25.54</td>
</tr>
<tr>
<td>Liaison Engineer</td>
<td>$70.00</td>
<td>$71.40</td>
</tr>
<tr>
<td>QA Field Manager</td>
<td>$54.27</td>
<td>$55.36</td>
</tr>
<tr>
<td>Lab Manager</td>
<td>$35.47</td>
<td>$36.18</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$33.14</td>
<td>$33.80</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$70.00</td>
<td>$71.40</td>
</tr>
<tr>
<td>Material Coordinator</td>
<td>$36.59</td>
<td>$37.32</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$28.90</td>
<td>$29.48</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>$35.93</td>
<td>$36.65</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>$15.00</td>
<td>$15.30</td>
</tr>
<tr>
<td>Testing Apprentice</td>
<td>$31.62</td>
<td>$32.25</td>
</tr>
<tr>
<td>QC/QA Level III Technician</td>
<td>$40.05</td>
<td>$40.85</td>
</tr>
<tr>
<td>QC/QA Level II Technician</td>
<td>$37.45</td>
<td>$38.20</td>
</tr>
<tr>
<td>QC/QA Level I Technician</td>
<td>$31.49</td>
<td>$32.12</td>
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<tr>
<td>Laboratory assistant</td>
<td>$17.17</td>
<td>$17.51</td>
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</table>

Prepared By: Consultant

Printed 10/24/2018 11:18 AM
### COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

**FIRM**
PTB
PRIME/SUPPLEMENT

**Material Solutions Laboratory**

<table>
<thead>
<tr>
<th>DBE DROP BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</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>Project Management</td>
<td>8</td>
<td>560</td>
<td>896</td>
<td>207</td>
<td></td>
<td></td>
<td>1,663</td>
<td>1,663</td>
<td>3.48%</td>
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<tr>
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<td>Materials QA Technician</td>
<td>240</td>
<td>9,726</td>
<td>15,555</td>
<td>3,599</td>
<td></td>
<td></td>
<td>28,879</td>
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<td>Documentation Engineer</td>
<td>16</td>
<td>394</td>
<td>631</td>
<td>146</td>
<td></td>
<td></td>
<td>1,171</td>
<td>1,171</td>
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<td>Pick-Up Technician</td>
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<td>1,022</td>
<td>1,534</td>
<td>378</td>
<td></td>
<td></td>
<td>3,034</td>
<td>3,034</td>
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<td>Direct Cost</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>13,041</td>
<td>13,041</td>
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</tbody>
</table>

**Subconsultant DL**

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<th></th>
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<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
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<td>4,330</td>
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<td>47,788</td>
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</table>

DBE 100.00%

Prepared By: Consultant

11/5/18

## AVERAGE HOURLY PROJECT RATES

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJECT RATES</th>
<th>Project Management</th>
<th>Materials QA Technician</th>
<th>Documentation Engineer</th>
<th>Pick-Up Technician</th>
<th>Direct Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtld Avg</td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtld Avg</td>
</tr>
<tr>
<td>Principal</td>
<td>70.00</td>
<td>8.0</td>
<td>2.53%</td>
<td>1.84</td>
<td>8</td>
<td>100.00%</td>
<td>70.00</td>
</tr>
<tr>
<td>Materials QA Technk</td>
<td>40.52</td>
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<td>21.39</td>
<td>240</td>
<td>100.00%</td>
<td>40.52</td>
</tr>
<tr>
<td>Documentation Engn</td>
<td>24.65</td>
<td>16.0</td>
<td>3.38%</td>
<td>1.30</td>
<td>16</td>
<td>100.00%</td>
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<td>3.35</td>
<td>40</td>
<td>100.00%</td>
<td>25.54</td>
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<tr>
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<td>71.40</td>
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<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>71.40</td>
</tr>
<tr>
<td>QA Field Manager</td>
<td>55.35</td>
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<td>0</td>
<td>100.00%</td>
<td>55.35</td>
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<tr>
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<td>36.18</td>
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<td>0.0</td>
<td>0</td>
<td>100.00%</td>
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<tr>
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<td>33.80</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>33.80</td>
</tr>
<tr>
<td>Senior Project Manaj</td>
<td>71.40</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>71.40</td>
</tr>
<tr>
<td>Material Coordinator</td>
<td>37.32</td>
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<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>37.32</td>
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<tr>
<td>Office Manager</td>
<td>29.48</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>29.48</td>
</tr>
<tr>
<td>Construction Inspeck</td>
<td>36.85</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>36.85</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>15.30</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>15.30</td>
</tr>
<tr>
<td>Testing Apprentice</td>
<td>32.25</td>
<td>0.0</td>
<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>32.25</td>
</tr>
<tr>
<td>GC/QA Level III Tech</td>
<td>40.85</td>
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<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
<td>40.85</td>
</tr>
<tr>
<td>GC/QA Level II Tech</td>
<td>38.20</td>
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<td>100.00%</td>
<td>0.0</td>
<td>0</td>
<td>100.00%</td>
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<td>GC/QA Level I Tech</td>
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<td>100.00%</td>
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<td>Laboratory assistant</td>
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<tr>
<td></td>
<td></td>
<td>304.0</td>
<td>100%</td>
<td>38.49</td>
<td>8.0</td>
<td>100.00%</td>
<td>70.00</td>
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</table>

Prepared By: Consultant

Printed 10/24/2018 11:19 AM
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE WILL ONLY</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice,</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $85/full day</td>
<td>30</td>
<td>$65.00</td>
<td>$1,950.00</td>
<td>$1,950.00</td>
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<td>Tolls</td>
<td>Actual cost (Up to $56/day)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>8</td>
<td>$20.29</td>
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<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
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<td>Overnight Delivery/Postage/Courier Service</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Myars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Myars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Courthouse Fees</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Utility Exploratory Trenching</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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<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Lab Services* - Core Density Determination</td>
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<td>65</td>
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<tr>
<td>Lab Services* - HMA Prime Tack Cost Testing</td>
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<td>5</td>
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<td>Lab Services* - Washed Gradations</td>
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<td>3</td>
<td>$175.00</td>
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<td>Lab Services* - Cylinder Compressive Strength</td>
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<td>90</td>
<td>$30.00</td>
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<tr>
<td>Lab Services* - Organic Content</td>
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<td>Lab Services* - Atterberg Limits</td>
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<td>$116.00</td>
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<td>Lab Services* - Standard Proctor</td>
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<td>4</td>
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<td>Lab Services* - Hydromater Analysis</td>
<td></td>
<td>2</td>
<td>$185.00</td>
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<tr>
<td>TOTAL DIRECT COST</td>
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<td></td>
<td></td>
<td>$15,041.40</td>
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</table>

*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

PRINTED: 10/16/2016
ADDENDA #1 TO
CONSTRUCTION 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
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.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.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$650.00</td>
<td>Feb 8, 2017</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$1,000.00</td>
<td>Oct 4, 2017</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
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<td>check</td>
<td>$700.00</td>
<td>Feb 15, 2018</td>
</tr>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$500.00</td>
<td>Apr 13, 2018</td>
</tr>
<tr>
<td>Citizens for James Zay</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$450.00</td>
<td>Oct 27, 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 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: Signature on File

Ken Desmaretz

Title: Vice President

Date: October 11, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

Authorized Signature

Printed Name
Title
Date

Signature on File

Packet Pg. 87
Required Vendor Ethics Disclosure Statement

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

Bld/Contract/PO #: 11-00302-04-CH

Date: Oct 11, 2018

Company Name: H.W. Lochner, Inc.
Company Contact: Ken Desmaretz
Contact Phone: 630-679-1670
Contact Email: kdesmaretz@hwlochner.com

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

Authorized Signature: 

Printed Name: Ken Desmaretz
Title: Vice President
Date: October 11, 2018

Signature on File

Packet Pg. 88
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 for the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, ln-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$500.00</td>
<td>Apr 7, 2017</td>
</tr>
<tr>
<td>Citizens for Jim Healy</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$100.00</td>
<td>Apr 28, 2017</td>
</tr>
<tr>
<td>Citizens to Elect Paul Hinds</td>
<td>H.W. Lochner, Inc.</td>
<td>check</td>
<td>$100.00</td>
<td>Aug 29, 2017</td>
</tr>
</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:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Ken Desmaretz
Title: Vice President
Date: October 11, 2018

Signature on File

Page 2 of 2 (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 Structural Engineering Services upon request for the division of transportation, Section 18-STENG-02-EG; and

WHEREAS, DB Sterlin Consultants, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Structural Engineering Services, and is willing to perform the required services for an amount not to exceed $350,000.00; 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 DB Sterlin Consultants, Inc. be hereby accepted and approved for a contract total not to exceed $350,000.00 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 DB Sterlin Consultants, Inc., 123 North Wacker Drive, Suite 2000, Chicago, Illinois 60606, by and through the Division of Transportation.

Enacted and approved this 27th 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 Zay, District 6
**SECONDER:** Brian J Krajewski, District 3
**AYES:** Elliott, Krajewski, Noonan, Puchalski, Zay
**ABSENT:** James Healy
# Procurement Review Checklist

**Requisition 25k and over**

**DT-P-0310-18**

## Procurement Review Checklist

This form must accompany all County Purchase Requisitions.

### New Purchase Order Request

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 6, 2018</td>
<td>Through Dec. 30, 2020</td>
<td>$350,000</td>
<td>Transportation Committee</td>
</tr>
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</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>11/06/2018 9:18 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>11/06/2018 9:25 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/06/2018 10:33 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/06/2018 5:01 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/08/2018 6:07 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>11/09/2018 7:30 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/14/2018 4:14 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>11/20/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>11/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>11/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Professional Construction Engineering Services, Upon Request, 18-STENG-02-EG</td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td>350,000.00</td>
<td>350,000.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Requisition Total $ 350,000.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Professional structural engineering services, upon request of the Division of Transportation, Section 18-STENG-02-EG

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

Last Invoice Date 06/30/2021

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Transportation - 11/20/18
County Board - 11/27/18
1500-3500-54040 - FY19 - $350,000.00

DO NOT SEND P.O.
DOT ONLY

FORM OPTIMIZED FOR 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

<table>
<thead>
<tr>
<th>Vendor: DB Sterlin Consultants, Inc.</th>
<th>Vendor #: 27222</th>
<th>Contract Term: Through 6/30/20</th>
<th>Contract Total: $350,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td></td>
</tr>
</tbody>
</table>

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

Professional Structural Engineering Services, upon request of the Division of Transportation, Section 18-STENG-02-EG

**Reason for Procurement**

See attached Decision Memo

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500-3500-54040

**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
- 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>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Nov 5, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11-6-18</td>
<td></td>
<td>11-6-18</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>11-8-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>11-8-18</td>
</tr>
</tbody>
</table>

---

**SL 1**

**Prepared By:**

**Nov 5, 2018**

**Recommended for Approval:**

**Date:**

**IT Approval, if required:**

**Date:**

**REVIEWED BY:**

**Date:**
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: DB Sterlin Consultants, 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 DuPage County Division of Transportation periodically requires Structural Engineering services for smaller projects or to check the structural sufficiency of retaining walls, various components of existing bridges and other miscellaneous structural components that exists along our County Highway System.

**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 periodically becomes aware of locations where apparent structural deficiencies may exist in retaining walls, bridges, culverts or other structural components along our County Highway System that require the expertise of a Structural Engineer to evaluate and make a determination of whether or not the given component can remain in place, must be repaired or if complete replacement is required. For repair projects, the consultant will design and prepare design plans and specifications. Structural design engineering for the project will be funded with DuPage County funds.

**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 perform various tasks for various types of structural engineering projects, it will be more cost effective to perform these tasks under a various type contract. The other option would be to have multiple structural engineering contracts which would take additional staff time to manage.

**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 DB Sterlin Consultants, 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.

The nature of this work would require a licensed Structural Engineer. The Division of Transportation does not have a licensed Structural Engineer on staff. It is the opinion of staff that working with a number of different firms on very minor projects would be time consuming and waste of staff time unnecessarily. The Division of Transportation considered the capabilities of several firms prequalified by IDOT for this work. It is our recommendation that a contract be awarded to DB Sterlin Consultants, Inc. based upon qualifications of their staff. The Division of Transportation will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized. Another option would be to award the contract to a different firm.

**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 $350,000.00. The DOT has allocated sufficient funds in our FY19 budget to pay for this contract. Any remaining balance will be accounted for in our FY20 budget.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DB STERLIN CONSULTANTS, INC.
FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 18-STENG-02-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ______, 20__, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and DB Sterlin Consultants, Inc., licensed to do business in the State of Illinois, with offices at 123 North Wacker Drive, Suite 2000, Chicago, Illinois 60606; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 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 structural engineering services for various improvements upon request (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional structural engineering services and is willing to perform the required services for a total amount not to exceed $350,000.00; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services including, but not limited to, professional structural engineering, are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its subcontractors/sub-consultants provide services
hereunder. Neither the CONSULTANT nor the CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT’S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with various tasks will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.4, 8.2, 8.3, 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.
4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 The CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2020, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the
COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in the approved Work Order(s).

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $350,000.00 This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and
the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted 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 COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance.

Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny
a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified as approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

8.1.a Worker's Compensation Insurance in the statutory amounts.

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

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one
million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove the CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT’S indemnification of the COUNTY shall
survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of
its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

**11.0 BREACH OF CONTRACT**

11.1 Either party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT.

**12.0 OWNERSHIP OF DOCUMENTS**

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

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

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.
12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

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

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on June 30, 2020, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2020.

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

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

16.0 TERMINATION

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

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

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

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

DB Sterlin Consultants, Inc.
123 North Wacker Drive, Suite 2000
Chicago, IL 60606
ATTN: Regine Sterlin Jeune
Phone: 312.857.1006
Facsimile: 312.857.1056
Email: rjeune@dbsterlin.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY’S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT’S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be
considered to act as the COUNTY’S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE DB STERLIN CONSULTANTS, INC.

BY: ____________________________ BY: ____________________________
Daniel J. Cronin, Chairman NAME: ____________________________
DuPage County Board TITLE: ____________________________

ATTEST BY: ____________________________ ATTEST BY: ____________________________
Paul Hinds, County Clerk NAME: ____________________________
TITLE: ____________________________
EXHIBIT B

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EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT:  DB Sterlin Consultants, Inc.
PROJECT:  Various Structural Engineering Services

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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</thead>
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<td></td>
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<td>Associate Principal</td>
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Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT:  

Date: October 24, 2018

Approved By COUNTY:

Date: ________
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.
## Consultant Employee Rate Listing

**Consultant:** Collins Engineers, Inc.  
**Project:** Various Structural Engineering Services

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<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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</thead>
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<td>Principal Engineer (E8)</td>
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<td>Principal Engineer (E7)</td>
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<td>Project Administrator</td>
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</table>

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

Signature of Authorized Agent for CONSULTANT: [Signature]

Type Name: Lisa Gage.

Approved By COUNTY: [Signature]

Date: 11-5-18

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 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.
### Consultant Employee Rate Listing

**CONSULTANT:** Wang Engineering, Inc.
**PROJECT:** DuPage County – Various Structural Engineering Service (18-STENG-02-EG)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal in Charge</td>
<td>$70.00 $70.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager Senior Engineer</td>
<td>$50.77 $70.00</td>
<td></td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$50.77 $70.00</td>
<td></td>
</tr>
<tr>
<td>Project Engineer/Project Geologist</td>
<td>$29.54 $44.35</td>
<td></td>
</tr>
<tr>
<td>Project Assistant Engineer/Assistant Geologist</td>
<td>$23.00 $29.22</td>
<td></td>
</tr>
<tr>
<td>Laboratory Technician</td>
<td>$25.40 $27.15</td>
<td></td>
</tr>
<tr>
<td>Project Administrative Assistant</td>
<td>$34.33 $34.87</td>
<td></td>
</tr>
<tr>
<td>QC/QA Reviewer</td>
<td>$70.00 $70.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT: [Signature]

Type Name: [Signature]  
Date: 10/30/2018

Approved By COUNTY:

Date: _________
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.

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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.
**COMPANY NAME:** DB Sterlin Consultants, Inc.  
**PTB NUMBER:** N/A  
**TODAY'S DATE:** 10/24/2018

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
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<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
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<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>$0.00</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>X</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST**  
$0.00

*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

**PRINTED 11/12/2018**
<table>
<thead>
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<th>ALLOWABLE</th>
<th>UTILIZE W.O. ONLY</th>
<th>QUANTITY J.S. ONLY</th>
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<td></td>
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<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
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<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>$0.00</td>
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</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
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<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Hazard pay (When Diving or Climbing)</td>
<td>$50 per day</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Individual Personal Dive Equipment Rental</td>
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<td>$0.00</td>
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<tr>
<td>15'-19' Boat, Motor, and Trailer</td>
<td>$110 per day</td>
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<tr>
<td>20'-21' Boat, Motor, and Trailer</td>
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<tr>
<td>22'-25' Boat, Motor, and Trailer</td>
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<td>Surface Supplied Air Diving Equipment</td>
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<td>Underwater Acoustic Survey Equipment</td>
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<tr>
<td>Automated Hydrographic Survey Equipment</td>
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<tr>
<td>Individual Diver / Climber Hazard Pay</td>
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<tr>
<td>Van</td>
<td>$65 per day</td>
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<td>$0.00</td>
</tr>
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<td>Climbing Equipment</td>
<td>$50 per day</td>
<td>X</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST** $0.00

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

**LEGEND**

W.O. = Work Order
J.S. = Job Specific
# Direct Costs Check Sheet

**COMPANY NAME:** Wang Engineering, Inc.  
**PTB NUMBER:** DuPage County-Various Structural Engineering Services  
**TODAY'S DATE:** 11/5/2018  

## Table of Allowable Costs

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE (W.O. ONLY)</th>
<th>QUANTITY (AS. ONLY)</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
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<td></td>
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<tr>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
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<td>Overnight Delivery/Postage/Courier Service</td>
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<td>Copies of Deliverables/Mylars (Outside)</td>
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<td>Telephone Usage (Traffic System Monitoring Only)</td>
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<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
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<td>Recording Fees</td>
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<td>Transcriptions (specific to project)</td>
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<td>Courthouse Fees</td>
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<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Traffic Control and Protection</td>
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<td>Aerial Photography and Mapping</td>
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<td>Testing of Soil Samples*</td>
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<td>X</td>
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<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>Equipment and/or Specialized Equipment Rental*</td>
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**TOTAL DIRECT COST**  
$0.00

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

**LEGEND**  
W.O. = Work Order

**PRINTED** 11/5/2018
## GEOTECHNICAL SERVICES UNIT PRICES 2018

**Name:** DuPage - Various Structural Engineering Services  
**Project:** NA  
**Contract/Job:** P181032

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Units</th>
<th>Unit Price</th>
<th>Extended Cost</th>
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<tbody>
<tr>
<td><strong>DRILLING, SAMPLING &amp; IN SITU TESTING</strong></td>
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<tr>
<td>Drilling Coordination, Utilities Clearance, Site Access, Permitting</td>
<td>0.0 Hours</td>
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<td>Mobilization (ATV Mounted Drill Rig)</td>
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<tr>
<td>Stand-by Hourly Rate</td>
<td>0.0 Hours</td>
<td>$400.00 /Hour</td>
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<td><strong>Drilling &amp; Sampling - Hourly (SPT, Penetrometer, Rimac, Visual Classification Included)</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Two-man crew - normal working hrs</td>
<td>0.0 Hours</td>
<td>$400.00 /Hour</td>
<td>$0.00</td>
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<tr>
<td>Two-man crew - overtime (2 hrs per day)</td>
<td>0.0 Hours</td>
<td>$450.00 /Hour</td>
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<tr>
<td><strong>Pavement/Deck Coring &amp; Testing</strong></td>
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<tr>
<td>Two-man crew and equipment</td>
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<td>Asbestos content testing on deck cores</td>
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<td><strong>Hand Auger drilling</strong></td>
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<tr>
<td>Two-man crew and equipment</td>
<td>0 Hours</td>
<td>$400.00 /Hour</td>
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<td><strong>Surveying of Boring Locations (Two-man crew)</strong></td>
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<td><strong>Monitoring Well or Inclinometer Installation</strong></td>
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<tr>
<td>2.0- or 4-inch monitoring wells</td>
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<tr>
<td>Two-man crew - normal working hours</td>
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<td>$400.00 /Hour</td>
<td>$0.00</td>
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<tr>
<td>Two-man crew - overtime (2 hrs per day)</td>
<td>0.0 Hours</td>
<td>$450.00 /Hour</td>
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<tr>
<td><strong>Inclinometer casing installation</strong></td>
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<tr>
<td>Two-man drilling crew - normal working hours</td>
<td>0.0 Hours</td>
<td>$400.00 /Hour</td>
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<tr>
<td>Two-man crew - overtime (2 hrs per day)</td>
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<td>$450.00 /Hour</td>
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<td><strong>Other items</strong></td>
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<tr>
<td>55 gallon dot containment drums</td>
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<tr>
<td>Digital datalogger and barometer</td>
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<tr>
<td>Well and Casing Materials</td>
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<tr>
<td><strong>Drilling and Sampling - per Foot (SPT, Penetrometer, Rimac, Visual Classification Included)</strong></td>
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<tr>
<td>Between 0 and 75 feet</td>
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<td>Between 75 and 150 feet</td>
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<td>Drill without sampling</td>
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<td>Shelly tube samples</td>
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<td>Rock core setup</td>
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<td>Set casing and rock coring</td>
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<td>Borehole backfilling</td>
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<td>Pavement patching</td>
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<td><strong>Other In Situ Tests</strong></td>
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<td>Pressuremeter testing</td>
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<td>Vane shear</td>
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<td>Dilation testing</td>
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<td>Cone penetration testing (CPT/CPTu)</td>
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<td>ADVERTISEMENT</td>
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<td>Double ring infiltrometer test (ASTM D3385)</td>
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<td><strong>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</strong></td>
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<td>Private utility determination</td>
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<td>Tree clearance</td>
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<td>Guardrail removal and replacement</td>
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<td>Dozer / equipment rental</td>
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<td>Railroad permitting</td>
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<td>Railroad protective insurance</td>
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<td>Railroad flagman</td>
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<td>Pavement opening permit</td>
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<td>State/municipal insurance and bonding</td>
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<td>Barge drilling on a navigable waterway</td>
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## GEOTECHNICAL SERVICES

### UNIT PRICES 2018

**Name:** DuPage - Various Structural Engineering Services  
**Project:** NA  
**Contract/Job:** 18-STRN8-02-EG

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<thead>
<tr>
<th>Task Description</th>
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<td><strong>LABORATORY TESTING</strong></td>
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<td>T265 D216</td>
<td>Water Content</td>
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<td>T265 D263</td>
<td>Unit Weight (Density)</td>
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<td>T100 D854</td>
<td>Specific Gravity</td>
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<td>T297 T297</td>
<td>pH of Soil</td>
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<td>T267 D2974</td>
<td>Organic Content by LOI</td>
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<td>T194 --</td>
<td>Organic Content by Wet Combustion</td>
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<td><strong>Particle Size Distribution</strong></td>
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<td>T88 D422</td>
<td>Sieve Analysis</td>
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<td>Combined Sieve and Hydrometer</td>
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<td>-- D1140</td>
<td>Percent Finer than No. 200 Sieve</td>
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<td><strong>Atterberg Limits</strong></td>
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<td>T89, T90 D3183</td>
<td>Liquid and Plastic Limits</td>
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<td>-- D2488</td>
<td>Visual Manual</td>
<td>0 Samples</td>
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<td><strong>Soil Settlement, Swelling, and Collapse Potential</strong></td>
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<td>T216 D2435</td>
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<td>T216 D4546</td>
<td>One-Dimensional Swell</td>
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<td>Collapse Potential</td>
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<td><strong>Shear Strength of Soil</strong></td>
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<td>T208 D2166</td>
<td>Rimac Unconfined Compressive Strength</td>
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<td>T208 D5308</td>
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<td>Direct Shear of Soils (3 points)</td>
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<td>T208 D2850</td>
<td>UU Triaxial Compression (3 points)</td>
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<td>T297 D4767</td>
<td>CU Triaxial Compression (3 points)</td>
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<td>T297 D4767</td>
<td>CD Triaxial Compression (3 points)</td>
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<td>Peak Uniiaxial Compressive Strength of Rock Core</td>
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<td>T180 D1557</td>
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<td>Illinois Bearing Ratio (1 point)</td>
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<td>T193 D1883</td>
<td>California Bearing Ratio (3 points)</td>
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<td><strong>Coefficient of Permeability</strong></td>
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<td>-- D5084</td>
<td>Hydraulic Conductivity (Flexible Wall)</td>
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<td><strong>Additional Sample Preparation Procedures</strong></td>
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<td>Removal of Organic Matter</td>
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<td>Extrusion &amp; Preservation of Undisturbed Samples</td>
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<td></td>
<td>Logging &amp; Classification of Undisturbed Samples</td>
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<td>$65.00 /Sample</td>
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<td>Remolding and Trimming of Samples</td>
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<td><strong>Planting Soil Mix Testing</strong></td>
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<td>Chemical Analyses &amp; Mitigation Recommendations (300 g sample required)</td>
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<td>Residual Chemicals, Herbicides Full Screen</td>
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<td><strong>Analytical Laboratory Services - for CCDD</strong></td>
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<tr>
<td>T88 D422</td>
<td>Combined Sieve and Hydrometer</td>
<td>0 Tests</td>
<td>$122.00 /Test</td>
</tr>
<tr>
<td></td>
<td>Volatile Organic Components (VOC)</td>
<td>0 No</td>
<td>$250.00 /Each</td>
</tr>
<tr>
<td></td>
<td>Semi-VOC including PNA's</td>
<td>0 No</td>
<td>$350.00 /Each</td>
</tr>
<tr>
<td></td>
<td>PCB</td>
<td>0 No</td>
<td>$135.00 /Each</td>
</tr>
<tr>
<td></td>
<td>Total Metals</td>
<td>0 No</td>
<td>$210.00 /Each</td>
</tr>
<tr>
<td></td>
<td>PH Determination</td>
<td>0 No</td>
<td>$23.00 /Each</td>
</tr>
<tr>
<td><strong>Corrosion Testing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Resistance, Chlorides, pH, Redox, and Sulfates)</td>
<td>0 No</td>
<td>$330.00 /Each</td>
</tr>
<tr>
<td>Task Description</td>
<td>Units</td>
<td>Unit Price</td>
<td>Extended Cost</td>
</tr>
<tr>
<td>------------------</td>
<td>-------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>TRAFFIC CONTROL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expressway (1/2 mile)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoulder Closure</td>
<td>0.0 No.</td>
<td>$1,200.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>One-lane Closure</td>
<td>0.0 No.</td>
<td>$3,200.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Two-lane Closure</td>
<td>0.0 No.</td>
<td>$3,400.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Three-lane Closure</td>
<td>0.0 No.</td>
<td>$3,650.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ramp Closure</td>
<td>0.0 No.</td>
<td>$1,250.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 1/2 mile</td>
<td>0.0 No.</td>
<td>$100.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Arterial (1/2 mile)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoulder Closure</td>
<td>0.0 No.</td>
<td>$1,000.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>One-lane Closure</td>
<td>0.0 No.</td>
<td>$1,100.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Two-lane Closure</td>
<td>0.0 No.</td>
<td>$1,200.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Detour</td>
<td>0.0 No.</td>
<td>$1,100.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>U-2</td>
<td>0.0 No.</td>
<td>$1,200.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 1/2 mile</td>
<td>0.0 No.</td>
<td>$100.00 /Each</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Impact Attenuator with Driver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port-to-Port</td>
<td>0.0 Hours</td>
<td>$235.00 /hour</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Roadway Flagmen (two-man crew)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Port-to-Port</td>
<td>0.0 Hours</td>
<td>$250.00 /hour</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**FIELD VEHICLES & MILEAGE**

| Field Vehicle | 0 Days | $65.00 /Day | $0.00 |

**OUT-OF-TOWN EXPENSES**

| Lodging | 0 Days | $100.00 /Day | $0.00 |
| Per Diem | 0 Days | $50.00 /Day | $0.00 |
### Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>DB STERLIN CONSULTANTS, INC.</th>
<th>Company Contact:</th>
<th>Regine Jeune</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>312-857-1006</td>
<td>Contact Email:</td>
<td><a href="mailto:rjeune@dbsterlin.com">rjeune@dbsterlin.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 a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

- **Signature on File**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Regine Jeune</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>President</td>
</tr>
<tr>
<td>Date</td>
<td>Oct 24, 2018</td>
</tr>
</tbody>
</table>

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

DT-R-0933-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF OAK BROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY (COUNTY COST UP TO $7,150.00 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 Oak Brook 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 Oak Brook, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

_____________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF OAK BROOK
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 Oak Brook (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>
</thead>
<tbody>
<tr>
<td>8</td>
<td>York Road</td>
<td>at Graue Mill</td>
<td></td>
<td>East and West</td>
<td>0.43</td>
</tr>
<tr>
<td>8</td>
<td>York Road</td>
<td>Golf Course Entrance</td>
<td>31st Street</td>
<td>East and West</td>
<td>1.96</td>
</tr>
<tr>
<td>34</td>
<td>31st Street</td>
<td>Jorie Blvd.</td>
<td>York Road</td>
<td>North and South</td>
<td>3.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Including medians)</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>31st Street</td>
<td>Regent Dr.</td>
<td>Jorie Blvd.</td>
<td>Medians</td>
<td>0.59</td>
</tr>
<tr>
<td>25</td>
<td>Meyers Road</td>
<td>35th St.</td>
<td>38th St.</td>
<td>Medians</td>
<td>0.60</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>7.15</td>
</tr>
</tbody>
</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 Oak Brook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

Oak Brook Mowing Agr. - 1 - 10/09/2018
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 10/1 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:

Oak Brook-Mowing Agr. - 6 - 10/03/2018
FOR THE VILLAGE:
Riccardo Ginex
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

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 November 30, 2021, 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 $357.50 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 7.15 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.

Oak Brook-Mowing Agr. 10/09/2018
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 OAK BROOK

Signed this 24th day of October, 2018, at Oak Brook, Illinois.

Gopal G. Lalimalani, President
Village of Oak Brook

ATTEST:
Charlotte Pruss, Village Clerk
Village of Oak Brook
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $16,910.00 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 Hanover Park 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 Hanover Park, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________
PAUL HINDS, COUNTY CLERK
INTEGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
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 Hanover Park (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"):

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>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Greenbrook Blv</td>
<td>County Farm Rd</td>
<td>US 20 (Lake St)</td>
<td>North and South (including Medians)</td>
<td>3.30</td>
</tr>
<tr>
<td>43</td>
<td>County Farm Rd</td>
<td>North County L</td>
<td>Stearns Rd</td>
<td>East and West (no Medians)</td>
<td>3.14</td>
</tr>
<tr>
<td>43</td>
<td>County Farm Rd</td>
<td>Stearns Rd</td>
<td>Schick Rd</td>
<td>East and West (no Medians)</td>
<td>5.79</td>
</tr>
<tr>
<td>43</td>
<td>County Farm Rd</td>
<td>Schick Rd</td>
<td>Army Trail Rd</td>
<td>East and West (no Medians)</td>
<td>2.04</td>
</tr>
<tr>
<td>11</td>
<td>Army Trail Rd</td>
<td>East Village L</td>
<td>West Village L</td>
<td>North Side only</td>
<td>1.85</td>
</tr>
<tr>
<td>11</td>
<td>Army Trail Rd</td>
<td>Clipper Driv</td>
<td>West Village L</td>
<td>South Side only</td>
<td>0.25</td>
</tr>
<tr>
<td>50</td>
<td>Schick Rd</td>
<td>County Farm Rd</td>
<td>East Village L</td>
<td>North and South (including Medians)</td>
<td>0.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Total:</td>
<td>16.91</td>
</tr>
</tbody>
</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 Hanover Park 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 10/1 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.”
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:
Juliana Maller
Village Manager
Village of Hanover Park
2121 Lake Street
Hanover Park, Illinois 60103

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 November 30, 2021, 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 herein above) 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 CITY the lesser of $845.50 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 16.91 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 HANOVER PARK

Signed this 18th day of October, 2018, at Hanover Park, Illinois.

Rodney S. Craig, President
Village of Hanover Park

ATTEST:
Lira L. Corral, Village Clerk
Village of Hanover Park
Resolution

DT-R-0952-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR 31ST STREET OVER I-294 BRIDGE IMPROVEMENTS
(ESTIMATED COUNTY COST $89,000.00)

WHEREAS, the Illinois State Toll Highway Authority (hereinafter “ILLINOIS TOLLWAY”), in order to take care of the existing system and relieve traffic congestion, intends to rehabilitate, reconstruct and widen the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue; and

WHEREAS, the scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294 (hereinafter “PROJECT”) and;

WHEREAS, in association with this work, and to minimize impact to the motoring public, the County of DuPage (hereinafter “COUNTY”) has requested, and the ILLINOIS TOLLWAY agrees, to include patching of the existing concreted pavement west of the PROJECT; and

WHEREAS, the estimated financial participation of the COUNTY for construction of the PROJECT is $89,000.00; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Paragraph 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. authorizes the COUNTY and the ILLINOIS TOLLWAY to cooperate in the performance of their responsibilities by contracts and agreements; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the scope of work, 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 ILLINOIS TOLLWAY; and

BE IT FURTHER RESOLVED that two (2) original copies of this resolution and Intergovernmental Agreement be sent to the ILLINOIS TOLLWAY by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE

This INTERGOVERNMENTAL AGREEMENT, hereinafter called the "AGREEMENT" is entered into this _____ day of __________, 20__, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), and included in that improvement is ILLINOIS TOLLWAY Construction Contract # RR-18-4387 (hereinafter referred to as the "PROJECT") which includes, but is not limited to bridge deck repairs, joint repairs, bearing repairs, protective shielding, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, and drainage system cleaning; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing rehabilitation of the bridge carrying 31st Street over I-294; and

WHEREAS, pursuant to the Letter of Understanding ("LOU") dated August 6, 2018, and COUNTY Resolution DT-R-0382-18 dated August 28, 2018 attached hereto as "EXHIBIT A", the ILLINOIS TOLLWAY agreed, subject to reimbursement from the COUNTY, to include the requested COUNTY work (i.e., Class B patching of the existing jointed concrete pavement adjacent to the 31st Street bridge over I-294) "COUNTY WORK" in that part of its PROJECT involving rehabilitation of the 31st bridge; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 and Illinois Highway Code 605 ILCS 5/1-101 is authorized to enter into this AGREEMENT; and

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

I. ENGINEERING

A. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

B. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including assuring that all permits and approvals (including but not necessarily limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, DuPage County, including but not limited to the Division of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements, as may be required by the PROJECT, are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

C. In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, this AGREEMENT shall be in lieu of a permit issued by the COUNTY for the COUNTY WORK.

II. RIGHT OF WAY

A. It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of the PARTIES respective facilities. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.
B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.

C. The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by the COUNTY WORK to be done in conjunction with the PROJECT, at no expense to the TOLLWAY. At all locations where utilities are located on COUNTY rights of way that must be adjusted or relocated due to PROJECT work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs and expenses the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted due to PROJECT work proposed by the ILLINOIS TOLLWAY.

D. At all locations where utilities exist on COUNTY or ILLINOIS TOLLWAY rights of way, through prior rights/easements that must be adjusted due to work that is the respective maintenance responsibility of either the COUNTY or the ILLINOIS TOLLWAY, the COUNTY and the ILLINOIS TOLLWAY agree to cooperate and issue all permits for the requisite adjustment(s) at no cost to the other PARTY. If work requested by the COUNTY results in the adjustment, relocation, etc. of a utility with prior rights, the COUNTY reserves the right to delete or modify said work to avoid conflict with the utility/utilities. The COUNTY shall be responsible for any increased costs resulting from the COUNTY’s decision.

E. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to proposed COUNTY WORK, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted. The COUNTY reserves the right to omit work on the PROJECT, proposed by the COUNTY, in the event there is a need to relocate the ILLINOIS TOLLWAY’s infrastructure for COUNTY WORK. There shall be no cost to the COUNTY to omit COUNTY WORK.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids for the PROJECT and COUNTY WORK, award the contract(s), provide construction engineering
inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, and cause the COUNTY WORK to be constructed in accordance with the specifications described in EXHIBIT A.

B. The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way (as "rights-of-way" is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on March 30, 2018 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

C. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's highway system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's highway system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections. The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage resulting from the negligence or intentional misconduct of the COUNTY or its agents in the performance of the COUNTY's obligations pursuant to this paragraph.

D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon 100% completion of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the
ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT’s work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, issued March 2018, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications. Upon any such cancellation, the COUNTY shall have no obligation to pay any cost or expense for any cancelled work. The COUNTY shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the COUNTY.

F. The ILLINOIS TOLLWAY shall require all PROJECT construction work performed on or within the COUNTY’s right of way to conform to the then current edition of IDOT’s Standard Specs.

V. FINANCIAL

A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the individual part of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

C. It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work is $89,000.00.

D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.

E. The COUNTY agrees that upon award of the contract for the PROJECT and receipt of an invoice (said invoice to be sent to the COUNTY c/o the Division of
Transportation no sooner than December 1, 2018) from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT based upon actual bid prices, and will pay to the ILLINOIS TOLLWAY the remainder of its actual obligation in a lump sum, upon completion of the COUNTY WORK, based on final actual costs.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means the COUNTY.

B. The term "local road" refers to any highway, road, street, or pathway that intersects ILLINOIS TOLLWAY right-of-way under the jurisdiction of the COUNTY.

C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.

3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
5. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the parties hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

6. The term “drainage facilities” refers to both open and enclosed systems. The term “drainage structures” refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

7. The terms “notify”, “give notice” and “notification” refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

8. The terms “be responsible for” or “responsibility” refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

9. The terms “consultation” or “consult with” refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

10. The term “approve” refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-294 in its entirety.
B. The COUNTY shall continue its maintenance of the right-of-way of 31st Street, including the COUNTY WORK performed as part of the PROJECT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the PARTIES that this AGREEMENT, except to the extent that it directly contradicts provisions of any prior agreements, shall not supersede any earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and ILLINOIS TOLLWAY facilities within the limits of the PROJECT.

B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the ILLINOIS TOLLWAY’s construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).

C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

D. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority.

B. It is understood and agreed by the parties hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The COUNTY shall retain jurisdiction of that portion of 31st Street, affected by the COUNTY work. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

C. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY’s County Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right-of-way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY’s County Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or involving solely COUNTY right-of-way, the decision of the COUNTY’s County Engineer shall be final.

F. The ILLINOIS TOLLWAY agrees that in the event any PROJECT work is performed by other than ILLINOIS TOLLWAY employees, the provisions of “An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works (820 ILCS 130/1) shall apply to the PROJECT.

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

H. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address (for purposes of this AGREEMENT) is The Du Page County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.

I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.

J. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

K. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or
subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.

L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

M. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois, 60515
Attn: Chief Engineering Officer

To the COUNTY: The Du Page County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation/County Engineer

N. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the COUNTY’s auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

O. The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE COUNTY OF DU PAGE

By: ____________________________
   Daniel J. Cronin
   Chairman, DuPage County Board

Attest: __________________________
   Paul Hinds
   County Clerk

Date: ____________________________

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: ____________________________
   Elizabeth Gorman
   Executive Director

Date: ____________________________

Approved as to Form and Constitutionality

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

 Packet Pg. 166
Resolution
DT-R-0953-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF DARIEN
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $41,060.00 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 City of Darien 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 City of Darien, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF DARIEN
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 City of Darien (hereinafter referred to as the “CITY”), a municipal corporation. The COUNTY and the CITY are hereinafter individually referred to as a “party” or together as the “parties.”

WITNESSETH

WHEREAS, the COUNTY and the CITY 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 CITY 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 CITY as follows (hereinafter referred to as "COUNTY MOWING"):

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>
</thead>
<tbody>
<tr>
<td>33</td>
<td>75th Street</td>
<td>Lemont Road</td>
<td>1 Lot West of Sheridan Dr.</td>
<td>South</td>
<td>11.25</td>
</tr>
<tr>
<td>33</td>
<td>75th Street</td>
<td>Lemont Road</td>
<td>1 Lot West of Sheridan Dr.</td>
<td>North</td>
<td>12.70</td>
</tr>
<tr>
<td>33</td>
<td>75th Street</td>
<td>Lemont Road</td>
<td>1 Lot West of Sheridan Dr.</td>
<td>Median</td>
<td>6.31</td>
</tr>
<tr>
<td></td>
<td>75th Street Total</td>
<td></td>
<td></td>
<td></td>
<td>30.27</td>
</tr>
<tr>
<td>15</td>
<td>Cass Avenue</td>
<td>67th Street</td>
<td>N Frontage Rd.</td>
<td>East</td>
<td>2.20</td>
</tr>
<tr>
<td>15</td>
<td>Cass Avenue</td>
<td>67th Street</td>
<td>N Frontage Rd.</td>
<td>West</td>
<td>2.14</td>
</tr>
<tr>
<td></td>
<td>Cass Avenue Total</td>
<td></td>
<td></td>
<td></td>
<td>4.34</td>
</tr>
<tr>
<td>31</td>
<td>Plainfield Road</td>
<td>Sawmill Dr.</td>
<td>IL 83</td>
<td>South</td>
<td>3.05</td>
</tr>
<tr>
<td>31</td>
<td>Plainfield Road</td>
<td>Sawmill Dr.</td>
<td>IL 83</td>
<td>North</td>
<td>3.4</td>
</tr>
<tr>
<td></td>
<td>Plainfield Road Total</td>
<td></td>
<td></td>
<td></td>
<td>6.45</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>41.06</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the City of Darien for the CITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:
GENERAL CONDITIONS

1. The CITY 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 CITY 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 CITY 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 CITY 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 CITY, 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 CITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The CITY agrees, covenants, and understands that the CITY bears sole liability for any injury or damage caused by the CITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the CITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

   (a) The CITY 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 CITY’s negligent or willful acts, errors or omissions or any of the CITY 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 CITY’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the CITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the CITY 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 CITY’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 10/1 et seq.) or otherwise available to it or to the CITY, under the law.”

7. At all times during the period of this Agreement, the CITY 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 CITY 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 CITY to the COUNTY immediately upon request. Additionally, the CITY 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 CITY 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 CITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The CITY understands that it is to the CITY’s benefit to diligently enforce this insurance requirement as the CITY 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 CITY 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 CITY is satisfying insurance required through a combination of primary and excess coverage, the CITY 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 CITY 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 CITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the CITY 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 CITY that the CITY 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 CITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the CITY’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The CITY’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 CITY’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 CITY will be using their own forces for the work covered in this Agreement, the CITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the CITY will be hiring a contractor for the work covered in this Agreement, the CITY 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 CITY:
Bryon Vana
City Administrator
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
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 November 30, 2021, 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 CITY 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 CITY 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 CITY 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 CITY the lessor of $2,053.00 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 41.06 acres.

13. The CITY 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 CITY 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

CITY OF DARIEN

Signed this 5th day of November, 2018, at Darien, Illinois.

   [Signature]
   Kathleen Moesle-Weaver, Mayor
   City of Darien

   ATTEST:
   [Signature]
   Joanne E. Ragone, City Clerk
   City of Darien

City of Darien Mowing Agr.

6.H.a

Packet Pg. 176

Attachment: IGA - City of Darien_Redacted (DT-R-0953-18 : City of Darien, Mowing)
STATE OF ILLINOIS  )
COUNTY OF DU PAGE ) SS

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-102-18 — "A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY" of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on November 5, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of November, 2018.

[Signature]
City Clerk
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE NAPERVILLE ROAD DISTRICT
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $130,340.00 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 Naperville Road District 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 Naperville Road District, by and through the Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

_________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE NAPERVILLE ROAD DISTRICT
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 Naperville Road District (hereinafter referred to as the "DISTRICT"), a road district in Naperville Township. The COUNTY and the DISTRICT are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT 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 DISTRICT 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 DISTRICT as follows (hereinafter referred to as "COUNTY MOWING"):  

COUNTY MOWING:

<table>
<thead>
<tr>
<th>Co Hwy #</th>
<th>Street Name</th>
<th>Street Side</th>
<th>Location Description</th>
<th>Mowing Instructions</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>75th St</td>
<td>Both Sides and Medians</td>
<td>Ogden Av to Modaff Rd</td>
<td></td>
<td>52.55</td>
</tr>
<tr>
<td>53</td>
<td>Diehl Rd</td>
<td>Both Sides and Medians</td>
<td>Raymond Dr to Mill St</td>
<td></td>
<td>11.98</td>
</tr>
<tr>
<td>14</td>
<td>Eola Rd</td>
<td>Both Sides and Medians</td>
<td>Butterfield Rd to New York St</td>
<td></td>
<td>25.83</td>
</tr>
<tr>
<td>3</td>
<td>Ferry Rd</td>
<td>Both Sides and Medians</td>
<td>Eola Rd to West Branch DuPage River</td>
<td></td>
<td>15.33</td>
</tr>
</tbody>
</table>
and;

WHEREAS, the COUNTY and the DISTRICT have determined that it is in the best interest of the citizens of DuPage County and the residents of the Naperville Township for the DISTRICT to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

**GENERAL CONDITIONS**

1. The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The DISTRICT agrees, covenants, and understands that the DISTRICT bears sole liability for any injury or damage caused by the DISTRICT under this Agreement and that the COUNTY shall not accept any liability whatsoever from the DISTRICT except where any injury or damage is caused by the COUNTY.

6. Indemnification

   (a) The DISTRICT 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 DISTRICT’s negligent or willful acts, errors or omissions or any of the DISTRICT 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 DISTRICT’s duty to indemnify, defend, and hold the COUNTY harmless.
as set forth above provided, however, that the DISTRICT shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the DISTRICT 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 DISTRICT'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 10/1 et seq.) or otherwise available to it, or to the DISTRICT, under the law."

7. At all times during the period of this Agreement, the DISTRICT 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 DISTRICT 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 DISTRICT to the COUNTY immediately upon request. Additionally, the DISTRICT 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 DISTRICT 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 DISTRICT will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The DISTRICT understands that it is to the DISTRICT’s benefit to diligently enforce this insurance requirement as the DISTRICT 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 DISTRICT 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 DISTRICT is satisfying insurance required through a combination of primary and excess coverage, the DISTRICT 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 DISTRICT 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 DISTRICT to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the DISTRICT 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 DISTRICT that the DISTRICT 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 DISTRICT shall accept and bear all costs that may result from the cancellation of this Agreement due to the DISTRICT’s failure to provide and maintain the required insurance.

(i) The DISTRICT’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 DISTRICT’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 DISTRICT will be using their own forces for the work covered in this Agreement, the DISTRICT shall inform the COUNTY in writing following execution of this Agreement. If, however, the DISTRICT will be hiring a contractor for the work covered in this Agreement, the DISTRICT 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 DISTRICT:
Richard Novinger
Highway Commissioner
Naperville Road District
31W331 N. Aurora Road
Naperville, Illinois 60563

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT the lessor of $6,517.00 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 130.34 acres.

13. The DISTRICT 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 DISTRICT 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 7th day of November, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Paul Hinds, County Clerk

NAPERVILLE ROAD DISTRICT

Signed this 7th day of November, 2018, at Naperville, Illinois.

Richard Navinger, Highway Commissioner
Naperville Road District

ATTEST:
Nathanial J. Sippel, Township Clerk
Naperville Road District
AMENDMENT TO RESOLUTION DT-P-0146-17
ISSUED TO AT&T
FOR TELECOMMUNICATION SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT INCREASE $22,500.00)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0146-15 on May 9, 2017, awarding a contract to AT&T; and

WHEREAS, Contract 2556 SERV was awarded to AT&T for telecommunication services to monitor analog business lines connected to modems for traffic signals; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is $45,000.00; and

WHEREAS, a contract increase is necessary to reflect AT&T’s current rate structure and to ensure continued service to the modems for traffic signals through the remainder of this two-year contract; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the contract in the amount of $22,500.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0146-17, issued to AT&T, to increase the contract in the amount of $22,500.00, resulting in an amended contract total amount of $67,500.00, an increase of 50.00%.

Enacted and approved this 27th 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 Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: James Healy
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2556-SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: AT&amp;T</td>
<td>Vendor #: 10008-P13</td>
<td></td>
<td>Dept Contact: Kathleen Curcio</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
To monitor analog business lines connected to modems for traffic signals.

**Increase Contract**

- **IN ACCORDANCE WITH 720 ILCS 5/33E-9**
  - (A) Were not reasonably foreseeable at the time the contract was signed.
  - (B) The change is germane to the original contract as signed.
  - (C) Is in the best interest for the County of DuPage and authorized by law.

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$45,000.00</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>$45,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td><strong>X</strong> Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$67,500.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>50.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: __________ to: __________
- **X** Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- **X** Funding Source 1500-3500-53250
- OTHER - explain below:

**Prepared By (Initials):** kbc 6892  
**Phone Ext:** Oct 24, 2018  
**Date:**  
**Recommended for Approval (Initials):** 11/5/18  
**Phone Ext:** Date

**REVIEWED BY (Initials Only):**  
**Buyer:** 11/7/18  
**Date:**  
**Procurment Officer:** 11-7-18  
**Date:**  
**Chief Financial Officer:** 11-8-18  
**Date:**  
**Chairman’s Office:** (Decision Memos Over $25,000)  
**Date:**  
**Chairman’s Office:** (Decision Memos Over $25,000)

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Rev 1.5  
3/8/17
**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: AT&amp;T</td>
<td>Vendor #: 10008-P13</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 Division of Transportation (DOT) needs to increase the contract amount to allow continued monitoring of traffic signal systems over land-line telephone service. The original contract cost is $45,000.00 and the requested increase is $22,500.

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

DOT has analog (land-line) business lines connected to modems for traffic signal monitoring. This allows communications with the majority of the traffic signal equipment in use throughout the county. Due to fluctuating phone line costs, additional funds are required to ensure DOT can pay for service through the remainder of the AT&T contract.

**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 service with AT&T will maintain traffic signal monitoring, allowing the Traffic Engineering staff and electrical maintenance contractor to monitor, troubleshoot, and adjust traffic signal operations remotely.

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

RFP P17-002 was issued requesting proposals for Telecommunications and Internet services to include analog business lines and circuits used throughout the County. Three vendor responses were received and AT&T was selected as the vendor of choice based on cost and minimized the risk to business continuity.

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

1) Increase current contract.
2) Cancel the existing phone service immediately.

DOT feels it is in the best interest of the County to increase the amount of the current contract. DOT and the maintenance contractor need communication to maintain our current operational capabilities. The County has recently negotiated monthly fixed rate phone service with AT&T which applies to this contract. This ensures the County will not be impacted by unexpected increases through the contract duration. In addition, as the Central Signal System expansion project begins construction in spring 2019, approximately 5 phone lines will be disconnected and replaced by the county-owned fiber optic cable network.

**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 current contract with AT&T expires July 31, 2019. The impact to the FY 2018 budget is expected to be $5,000. DOT has sufficient funds in our FY 18 budget to pay for this contract. The impact to the FY 2019 budget is expected to be $17,500. DOT has sufficient funds in our FY 19 budget to pay for this contract.
Required Vendor Ethics Disclosure Statement

Date: Apr 11, 2018
Bid/Contract/PO #: Airwatch MDM

Company Name: AT&T Mobility
Contact Phone: 312-208-3337
Company Contact: Rob Burt
Contact Email: rb1735@att.com

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract 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, reviewed, and understood these requirements.

Authorized Signature

Printed Name: Robert S. Burt
Title: Client Solutions Executive II
Date: Apr 12, 2018

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0260-18 on October 23, 2018 awarding a contract to Fastenal Company, to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation; and

WHEREAS, subsequent to the approval of Resolution DT-P-0260-18, the County of DuPage (hereinafter “COUNTY”) received a lease agreement (hereinafter “LEASE”) from Fastenal Company for a lease of $1.00 per year for equipment necessary to properly attach hoses, fittings and connectors; and

WHEREAS, due to various deadlines, it is in the best interest of the COUNTY to authorize the Director of Transportation/County Engineer, to execute the above-referenced LEASE on the COUNTY’s behalf; and

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 LEASE on behalf of the County Board.

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer has the authority to execute the above-referenced lease; and.

BE IT FURTHER RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0260-18, issued to Fastenal Company.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: James Healy
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 3496 SERV  Original Purchase Order Date:  Change Order #: 1  Department: Division of Transportation
Vendor Name: Fastenal Company  Vendor #: 11779  Dept Contact: Sarah Lobdell

Background and/or Reason for Change Order Request: Change in scope - add lease agreement and give authority for the Director of Transportation/County Engineer to execute the lease agreement. No change in contract total.

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>$40,000.00</th>
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<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
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<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
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<td>D</td>
<td>Amount of this Change Order</td>
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<tr>
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<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
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<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
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</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>
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</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
☒ OTHER - explain below:
☐ Change in scope

REVIEWED BY (Initials Only)

Buyer:  [Signature]  Date: 11-7-18
Procurement Officer:  [Signature]  Date: 11-7-18
Chief Financial Officer (Decision Memos Over $25,000):  [Signature]  Date: 11-8-18
Chairman's Office (Decision Memos Over $25,000):  [Signature]  Date: 11-8-18

Packet Pg. 194
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 5, 2018
Minuterraq (IQM2) ID #: 13865
Department Requisition #: 3496-0001SERV

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

Department Contact: Darcie Garza, CPPB
Contact Phone: 630-407-6906
Vendor #: 11779

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

To provide an amendment to Resolution DT-P-0260-18, to provide for signatory authority for a lease agreement for equipment required as part of the Weatherhead Fittings, Hoses and Connector bid 18-197-DOT.

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

DuPage County Division of Transportation contracts annually to furnish and deliver Weatherhead Fittings, Hoses and Connectors. Weatherhead notified its customers of a complete conversion of their fitting and hose line in early 2019. In order to utilize existing stock during the conversion, without an expensive up front equipment cost, a clause was added to the bid documents requiring the Awarded Contractor to provide a lease agreement for crimpers, collets and spacers with the capability of crimping hose from 1/4"-1", to utilize the new style hose and z-series fittings.

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.

Quality of Life
During the winter snow season, it is imperative that trucks are operational to plow. Having the equipment lease agreement in place, will assure that the fleet department will have the proper equipment to install the fittings, hoses and connectors required to repair hydraulic systems during the winter season.

Source Selection/Vetting Information - Describe method used to select source.
This contract was solicited under competitive bid solicitation 18-197-DOT

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends approval of an amendment to Resolution DT-P-0260-18, to provide for signatory authority for a lease agreement for equipment required as part of the Weatherhead Fittings, Hoses and Connector bid 18-197-DOT.

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.

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
This Lease Agreement made this by and between Fastenal Company herein “FASTENAL” and DuPage County Division of Transportation herein “Customer”. Customer hereby grants exclusively to FASTENAL, for a period of 1 year from the above date (herein “term”), the right to install FASTENAL Bin Stock units or Equipment within the Customer’s place of business. The Equipment is identified as the Equipment listed in Exhibit B of this Agreement. Either party may terminate this Agreement with 60 days prior written notice for any reason.

1. **SCOPE OF THE AGREEMENT**
   Fastenal will provide crimper(s), tooling, accessories, or jobsite storage boxes (herein “Equipment”) described in EXHIBIT B, for the exclusive use of the Customer. All Equipment is to remain at the address shown on EXHIBIT B unless otherwise agreed to by Fastenal in writing.

2. **OWNERSHIP & DEFAULT**
   Title of Equipment shall remain with Fastenal and will be picked up upon termination. Customer may not assign, remove or attempt to sell or transfer any Equipment to another party or property without Fastenal’s written consent. If the Customer defaults in any performance required herein, and such default continues for a period of 30 days after Fastenal notifies Customer of such default, then (i) the Agreement may be terminated by Fastenal, (ii) Fastenal shall have the right to enter Customer’s premises and remove the Equipment without notice, and (iii) Fastenal shall be entitled to pursue any other remedies available to it at law and in equity. Customer may terminate this Agreement if Fastenal does not timely service the Equipment. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.

3. **TAXES & EXPENSES**
   Customer is responsible for any state, federal, provincial and local sales and use taxes related to the Equipment. The Customer shall provide all electrical and internet connections required for operation of the Equipment at no cost to Fastenal.

4. **ELIGIBLE PRODUCTS & MINIMUM MONTHLY SPEND REQUIREMENTS**
   a. Customer agrees to purchase from Fastenal all products to be stocked/used in conjunction with the Equipment.
   b. Customer must place a minimum stocking order and maintain a minimum monthly spend as noted in Exhibit B to maintain use of the Equipment at no charge. Customer’s minimum stocking order will count towards the minimum monthly spend run rate. Should customer fail to meet the minimum monthly spend or stock/use Fastenal products with/in the Equipment, then this Agreement shall terminate. At the time of termination, Customer agrees to allow access to Equipment by Fastenal for the purpose of taking possession. The Equipment is to be in good working order and repair. Any deficiencies are the financial responsibility of the Customer, not to exceed $1,000 per unit.

5. **EQUIPMENT MAINTENANCE**
   a. Equipment should be used for its intended purpose only and should not be changed or altered without Fastenal’s prior written consent. Fastenal also agrees to be responsible for all standard maintenance and repair of the Equipment, excluding damage or destruction caused by Customer negligence (however, Customer’s liability shall not to exceed $1,000 per unit). FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the Equipment.
   b. Any additional Equipment are to be the financial responsibility of the Customer.

6. **LIABILITY & RISK OF LOSS**
   a. The Customer shall also be solely liable for all claims, including but not limited to workers’ compensation or claims for personal injury or damage to property, arising directly or indirectly out of the use of the Equipment.
   b. Customer shall bear and be responsible for the risk of theft, loss, damage, destruction, all standard maintenance and repair of the Equipment. This includes damage or destruction caused by Customer negligence. Equipment must be in working condition if agreement is cancelled and Equipment returned. Customer’s liability shall not exceed $1,000 per unit. In the event of damage to, or the loss of the Equipment (or any component Page 1 of thereof). The customer shall pay the value prior to such loss or damage, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment was received by Fastenal.
   c. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the Equipment or other injury of the Equipment from any and every cause whatsoever unless such loss or damage is caused by the negligence or misconduct of Customer.

7. **TERMS & CONDITIONS**
During an automatic renewal term, all previously applied conditions will continue. Fastenal will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer's use of the Equipment. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This Agreement will be governed and interpreted under the laws of the State of Illinois. Parties certify authority to enter into this Agreement. Each party acknowledges that they have read and understand this agreement and hereby executes the same.

Limitation of Liability. Neither Party Shall Have any Liability Whatsoever for Special, Indirect, Consequential, Incidental or Exemplary Damages Under any Circumstances, Whether Based on Tort or Breach of Contract Claims or on any Other Basis, Even if it Has Been Advised of the Possibility of Such Damages.

### EXHIBIT B

**Contact binstock support**  
*For the MSI to enter*

<table>
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<tr>
<th>Part#</th>
<th>Description</th>
<th>Monthly Spend Increase (MSI) x</th>
<th>No. of Units</th>
<th>Total MSI $</th>
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<td>3</td>
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<td>ET1000PK-002</td>
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<td>3</td>
<td>waived</td>
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</table>

Sum of the Total Monthly Spend Increases (MSI) waived

Average spend with Fastenal (last 6mo)

OR existing MMS from a prior agreement, whichever is more

If New Business Enter $0.00

Minimum Monthly Spend Required (MMS) waived

Minimum Stocking Order (if required) $

Customer Signature (X) Fastenal DM Signature (X)

Name ___________________________ Name ___________________________

Date ___________________________ Date ___________________________

ReturnCompleted Agreement to binstockagreement@fastenal.com or fax 507-494-3842
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

I hereby acknowledge that I have reviewed these requirements.

Authorized Signature

Printed Name: Terry Owen
Title: Executive Vice President
Date: 09/25/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0182-18 on May 22, 2018; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0182-18 to Martam Construction, Inc. for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS; and

WHEREAS, the current contract total amount is $583,888.50; and

WHEREAS, Martam Construction, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $70,249.30, resulting in a final County cost of $513,639.20, a decrease of 12.03%.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
______________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: James Healy
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0621A-16 on October 23, 2018 and DT-R-0621-16 on September 27, 2016; and

WHEREAS, subsequent to the approval of Resolution DT-P-0621A-16, the Illinois Department of Transportation (hereinafter referred to as IDOT) has provided a revised Intergovernmental Agreement (hereinafter referred to as AMENDMENT) to the County of DuPage (hereinafter referred to as COUNTY); and

WHEREAS, the AMENDMENT has been prepared and attached hereto, which outlines the responsibilities of the parties related to engineering, construction, maintenance and financing of the project, including the additional patching quantities; and

WHEREAS, said AMENDMENT must be executed and returned to IDOT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chairman and Clerk of the Board be hereby directed and authorized to execute the referenced AMENDMENT with IDOT; and

BE IT FURTHER RESOLVED, that two (2) duplicate original copies of this Resolution and AMENDMENT be sent to IDOT, by and through the DuPage County Division of Transportation.

Enacted and approved this 27th day of November, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________
PAUL HINDS, COUNTY CLERK
### Other Action Item

17-18-1070

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<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, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>James Healy</td>
</tr>
</tbody>
</table>
ADDENDUM AGREEMENT

This Addendum Agreement entered into this ___ day of ____________, 2018 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the COUNTY OF DUPAGE of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE and the COUNTY entered into an agreement executed on September 27, 2016, for the improvement of IL Route 59, STATE Section (110R-1), State Job Number: C-91-365-15, State Contract Number: 62A99, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, since the execution of the aforementioned Agreement the COUNTY has requested additional Class B Patching, saw cutting and dowels along Stearns Road; and

WHEREAS, the STATE hereby agrees to the COUNTY's request; and

WHEREAS, it is mutually agreed that the added work will be at 100% COUNTY cost.
NOW THEREFORE BE IT AGREED that the aforementioned agreement is revised as follows:

1. Page 2, Item 3, of the Agreement shall be revised to read as follows as if fully incorporated therein by reference:

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on the Revised Exhibit A, attached hereto and made a part hereof.

2. All other terms and conditions of the Agreement not in conflict with this ADDENDUM shall remain unchanged and in full force and effect.

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

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

COUNTY OF DUPAGE

By: ____________________________
   (Signature)

Attest:

By: ____________________________
   Daniel J. Cronin
   (Print or Type)

Title: Chairman, Dupage County Board

Date: ____________________________

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: ____________________________
   Anthony J. Quigley, P.E.
   Region One Engineer

Date: ____________________________

Job No.: C-91-365-15
Agreement No.: JN-117-002
### REvised Exhibit A - Addendum 1
ESTimate of Cost  Contract 62A99

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<th>Type of Work</th>
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<th>Village of Bartlett</th>
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<td>$828,000</td>
<td>$40,250</td>
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#### REQUESTED WORK

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<td>Additional Patching on Stearns Road</td>
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<td>N/A%</td>
<td>N/A%</td>
<td>$75,000</td>
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<tr>
<td>P&amp;C Engineering (10%)</td>
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**Credit for work related to Invoice #3143 IL 38 at County Farm Road, Agreement NO. JN-108-519 Job Number C-91-506-01**

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**TOTAL**

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<td>$4,613,944</td>
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</table>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.