1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday December 5th, 2017
5. CONSENT ITEMS
   A. Consent Item -- Omega & Associates, Inc. - 1119 SERV - Decrease/Close
   B. Consent Item -- Clark Hill PLC - 1189 SERV - Decrease/Close
6. ACTION ITEMS
   A. Authorization to Travel -- Chief Highway Engineer to travel to Champaign, Illinois from February 26, 2018 through February 28, 2018 to attend the Illinois Transportation and Highway Engineering Conference. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of $800.00
   B. Budget Transfers -- $2,329.00 from 1500-3510-52270 (AUTO/MACH/EQUIP PARTS) to 1500-3500/3510/3520-52220 (WEARING APPAREL) to cover deficit in Maintenance wearing apparel
   C. Budget Transfers -- $1,200.00 from 1500-3500-52320 (MEDICAL/DENTAL/LAB SUPPLIES) and 1500-3520-52260 (AUTO/MACH/EQUIP PARTS) to 1500-3510/3520-52320 (MEDICAL/DENTAL/LAB SUPPLIES) to cover a deficit in Fleet and Highway Maintenance medical/dental/lab supplies
   D. Budget Transfers -- $9,600.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3649-54000 (LAND/RIGHT OF WAY); 55th Street, Dunham to Clarendon Hills Road, Section 11-00302-04-CH
   E. Budget Transfers -- $27,161.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3644-54050 (TRANSPORTATION INFRASTRUCTURE); IL 56, from Westbrook Road/Herrick Road to Naperville Road, Section 10-00223-06-TL
F. Budget Transfers -- $1,580.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3649-53830 (OTHER CONTRACTUAL EXPENSES); 55th Street, Dunham to Clarendon Hills Road, Section 11-00302-04-CH

G. 2018-20 Recommendation for the approval of a contract purchase order to HazChem Environmental Corporation, to provide hazardous waste testing, disposal and emergency services, as needed for the Division of Transportation, for the period January 2, 2018 through December 31, 2018, for a contract total not to exceed $8,899.00; Per low quote 17-229-BF

H. 2018-16 Recommendation for the approval of a contract purchase order to Safety Lane Inspections, Inc., to provide required IDOT vehicle safety inspections, as needed for the Division of Transportation, for the period February 1, 2018 through January 31, 2019, for a contract total not to exceed $7,858.00; Per low quote 17-232-BF

I. Action Item -- Amendment to County contract 2426 SERV, issued to St. Francis Pet Crematory & Kennels, Inc., to provide crematory services for deceased animals on County Rights-of-Way, to increase the funding in the amount of $9,000.00, resulting in an amended contract total amount of $24,000.00, an increase of 60.00%

J. 2018-21 Recommendation for the approval of a contract purchase order to State Materials Engineering, LLC, d/b/a S.T.A.T.E. Testing LLC, for Professional Materials Engineering Services for Consultation for Hot Mix Asphalt Mix Designs, as needed for the Division of Transportation, for a contract total not to exceed $24,500.00; 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.

K. DT-P-0012-18 Recommendation for the approval of a contract purchase order to Huff & Huff, Inc., for Professional Environmental Screening Services, as needed for the Division of Transportation, Department of Public Works, and Facilities Management, Section 17-ENVMT-05-EG, for a contract total not to exceed $90,000.00 (Division of Transportation - $75,000.00 /Public Works - $7,500.00 /Facilities Management - $7,500.00); 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.

L. DT-P-0013-18 Recommendation for the approval of a contract purchase order to Marchese & Sons, Inc., to provide Professional Surveying Services, as needed for the Division of Transportation, Public Works and Facilities Management, Section 17-RSURV-05-EG, for a contract total not to exceed $90,000.00 (Division of Transportation - $75,000.00 /Public Works - $7,500.00) /Facilities Management - $7,500.00); 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.
M. DT-R-0029-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 55/Great Western Trail, from Sassafras Drive to Prince Crossing Road, Section 15-00275-00-BT, for an estimated County cost of $87,632.00

N. Action Item -- DT-R-0249A-17 – Amendment to Resolution DT-R-0249-17, issued to Plote Construction, Inc., for the 2017 Winfield Township Road Resurfacing Program, Section 17-08000-01-GM, to decrease the funding in the amount of $42,908.06 and close, resulting in a final Township cost of $281,534.30, a decrease of 13.23%

O. Action Item -- DT-R-0210A-17 – Amendment to Resolution DT-R-0210-17, issued to Plote Construction, Inc., for the 2017 Pavement Maintenance (North) Program, Section 17-PVMTC-07-GM, to decrease the funding in the amount of $748.68 and close, resulting in a final County cost of $1,642,115.16, a decrease of 0.05%

P. Action Item -- DT-R-0211A-17 – Amendment to Resolution DT-R-0211-17, issued to K-Five Construction Corporation, for the 2017 Pavement Maintenance (South) Program, Section 17-PVMTC-08-GM, to decrease the funding in the amount of $27,787.23 and close, resulting in a final County cost of $3,788,209.44, a decrease of 0.73%

Q. Action Item -- DT-0023B-11 – Amendment to Resolution DT-0023A-11, Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along IL 56/Butterfield Road, from Wiesbrook Road/Herrick Road to Naperville Road, Section 10-00223-06-TL; Recission of first Amendment and to decrease the funding in the amount of $21,268.90 and close, resulting in a final County cost of $91,431.10, a decrease of 18.87%

R. Action Item -- DT-0022-11 – Amendment to Resolution DT-0022-11, Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along IL 56/Butterfield Road, from west of Illinois 59 to east of CH 13/Winfield Road, Section 10-00223-06-TL, to decrease the funding in the amount of $96.53 and close, resulting in a final County cost of $32,103.47, a decrease of 0.30%

7. **ORDINANCE**

1. DT-O-0005-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 35 MPH along CH 60/North Thorndale Avenue, from Prospect Avenue to Arlington Heights Road

2. DT-O-0006-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 35 MPH along CH 60/North Thorndale Avenue, from Supreme Drive to Mittel Boulevard

3. DT-O-0007-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 35 MPH along CH 61/South Thorndale Avenue, from Arlington Heights Road to Prospect Avenue
4. DT-O-0008-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 35 MPH along CH 61/South Thorndale Avenue, from Mittel Boulevard to Supreme Drive

5. DT-O-0009-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 35 MPH along CH 61/South Thorndale Avenue, from Supreme Drive to York Road

8. INFORMATIONAL ONLY

1. Informational -- Grant Proposal Notification 001-18: FY18 Illinois Transportation Enhancement Program (ITEP) - Division of Transportation - $498,220.00

9. DISCUSSION - FY2018 COM ED VEGETATIVE MAINTENANCE PLAN

10. REPORT FROM STATE'S ATTORNEY'S OFFICE

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

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

Motion to make Greg Hart a voting member for the December 5, 2017 Transportation Committee meeting

RESULT:        APPROVED [2 TO 0]  
MOVER:         Brian J Krajewski, District 3  
SECONDER:      James Zay, District 6  
AYES:          Krajewski, Zay  
ABSTAIN:       Hart  
ABSENT:        Elliott, Noonan, Puchalski

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Nov 21, 2017 10:00 AM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

5. CONSENT ITEMS

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

A. Consent Item -- Chicago Parts & Sound - 1905 SERV - Decrease/Close
B. Consent Item -- DuPage Materials - 1785 SERV - Decrease/Close
C. Consent Item -- HDR Engineering, Inc. - 2822 SERV - Exhibit C

6. ACTION ITEMS

Motion to combine and approve Items 6A through 6D

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

A. Budget Transfers -- $21,204.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3649-54000 (LAND/RIGHT OF WAY); Right-of-Way Acquisition along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

B. Budget Transfers -- $2,600.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3649-54000 (LAND/RIGHT OF WAY); Right-of-Way Acquisition along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH

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

C. Budget Transfers -- $244,000.00 from 1500-3550-54199 (CAPITAL CONTINGENCY) to 1500-3550-53010 (ENGINEERING/ARCHITECTURAL SERVICES) for the 2016 Pavement Maintenance Program

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

D. Budget Transfers -- $57,550.00 from 1500-3500-53828 (CONTINGENCIES) to 1500-3500-51000 (BENEFIT PAYMENTS), 1500-3500-51040 (EMPLOYEE MEDICAL & HOSPITAL INSURANCE) and 1500-3500-53804 (POSTAGE & POSTAL CHARGES) to cover deficit balances

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski
E. 2018-1 Recommendation for the approval of a contract purchase order to Tredroc Tire Services, LLC, to provide on-site tire repair services, as needed for the Division of Transportation, for the period February 1, 2018 through January 31, 2019, for a contract total not to exceed $8,681.80; Per low quote 17-231-BF

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

F. 2018-2 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, 2018 through January 31, 2019, 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: Brian J Krajewski, District 3
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

G. FM-P-0004-18 Recommendation for the approval of a contract purchase order to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period January 11, 2018 through January 10, 2019, 44,500.00 for Animal Control, 10,100.00 for Division of Transportation, and 56,165.00 for Facilities Management, for a total contract amount not to exceed $70,765.00, per renewal option under bid award #16-224-BF, first option to renew.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski
H. FM-P-0005-18 Recommendation for the approval of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair and operations parts and supplies, as needed for County facilities, for the period January 1, 2018 through December 31, 2018, $100,000.00 for Facilities Management, $60,000.00 for Public Works and $35,000.00 for the Division of Transportation, for a total contract amount not to exceed $195,000.00. Per Intergovernmental Agreement between the County of DuPage and the National Intergovernmental Purchasing Alliance (National IPA)

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

I. DT-P-0001-18 Recommendation for the approval of a contract purchase order to Sam Schwartz Engineering, D.P.C., to provide Professional Traffic Engineering Assistance and Signal Coordination and Timing, as needed for the Division of Transportation, Section 17-0SCAT-01-EG, for a contract total not to exceed $90,000.00; 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: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

J. DT-P-0002-18 Recommendation for the approval of a contract purchase order to Material Solutions Laboratory Corporation, to provide Professional Materials Testing and Engineering Services, as needed for the Division of Transportation and Facilities Management, Section 17-MATLS-04-EG, for a contract total not to exceed $95,000.00 (Division of Transportation $80,000 - Facilities Management $15,000); 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: Brian J Krajewski, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

K. DT-P-0003-18 Recommendation for the approval of a contract purchase order to Hampton, Lenzini and Renwick, Inc., for Professional Appraisal/Review Appraisal Services, as needed for the Division of Transportation, Section 17-APPRL-00-LA, for a contract total not to exceed $90,000.00; 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: Greg Hart, District 3
SECONDER: James Zay, District 6
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

L. DT-R-0002-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook, to establish future traffic signal responsibilities at CH 31/Plainfield Road at the shopping center entrance east of Illinois Route 82 (No County cost)

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

M. DT-R-0003-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Elk Grove Village for the Elgin O’Hare Western Access (Illinois Route 390) Land Transfer at the intersection of CH 60/North Thorndale Avenue and Lively Boulevard
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Krajewski, Zay, Hart
ABSENT: Elliott, Noonan, Puchalski

N. Fl-R-0001-18 RESOLUTION -- Annual Financial Commitment in support of the Chicago Metropolitan Agency for Planning to consolidate planning of land use and transportation for the seven Counties of northeastern Illinois - $36,359.00

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

7. ORDINANCE

1. DT-O-0050-17 ORDINANCE -- Ordinance for the Alteration of Speed Limit along various routes within Milton Township from 30 MPH to 25 MPH

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

8. REPORT FROM STATE’S ATTORNEY’S OFFICE

9. OLD BUSINESS

10. NEW BUSINESS

Director Snyder advised the Committee that there is no County Board meeting scheduled for December 26, 2017. After discussion with Committee Chairman Puchalski, it was recommended to cancel the December 19th meeting. With the Committee member's concurrence, the December 19, 2017 Transportation Committee was cancelled.

Director Snyder advised the Committee that DOT was awarded federal funds ($3.5M or 80%) for construction/construction engineering for expansion of our Central Signal System. In addition, DuPage County collaborated with Cook County on a federal grant for Elgin O'Hare
(South leg) at I-294/Franklin-Green. Funds were awarded in the amount of approximately $20M to add new entrance/exit ramps.

11. EXECUTIVE SESSION

   A. Pursuant to Open Meetings Act 5 ILCS 120/2(c)(5), purchase of real property for use by public body
   B. Pursuant to the Open Meetings Act 5 ILCS 120/2(c)(6), the setting of a price for sale of property

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

<table>
<thead>
<tr>
<th>Purchase Order #: 1119-0001-SERV</th>
<th>Original Purchase Order Date: Jun 10, 2015</th>
<th>Change Order #: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Omega &amp; Associates</td>
<td>Vendor #: 12217</td>
<td></td>
</tr>
<tr>
<td>Dept Contact: Sarah Lobdell</td>
<td>Department: Division of Transportation</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request: Professional Construction Engineering for lighting improvement at 75th Street from Adams St. to Plainfield Rd.</td>
<td>Decrease/Close</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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$92,683.05</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>$92,683.05</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$92,683.05</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>$18,363.20</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$74,319.85</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-19.81%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
<td>-19.81%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

**SL** 6900
Prepared By (Initials) Phone Ext Date

Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer Date

Procurement Officer Date

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

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

CONSENT AGENDA JAN 9
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1189 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: Clark Hill PLC</td>
<td>Vendor #: 13257</td>
<td></td>
<td>Dept Contact: Eva Hitchcock</td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Professional Legal Services to negotiate Highway Authority applications for the Division of Transportation.</td>
<td>Decrease &amp; Close</td>
<td></td>
</tr>
</tbody>
</table>

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$40,000.00</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>$40,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$13,589.09</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-66.03%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-66.03%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Change budget code from: to: 
- Increase/Decrease quantity from: to: 
- Price shows: should be: 
- Decrease remaining encumbrance and close contract

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 Dec 14, 2017 12/15/17

Recommended for Approval (Initials):  

Reviewed By (Initials Only):

Buyer: 12-21-17 Procurement Officer: 12-21-17

Chief Financial Officer: 12-27-17 Chairman's Office:  

Consent Agenda JAN 9

Packet Pg. 14
Chief Highway Engineer to travel to Champaign, Illinois from February 26, 2018 through February 28, 2018 to attend the Illinois Transportation and Highway Engineering Conference. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of $800.00

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title: Chief Highway Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Transportation Committee</td>
</tr>
<tr>
<td>Request Date:</td>
<td>12/01/17</td>
</tr>
<tr>
<td></td>
<td>1500-3500-53500/53510/53610</td>
</tr>
</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
Attend the Illinois Transportation and Highway Engineering Conference. Seminars that discuss current issues on a variety of transportation topics.

Destination: Champaign, IL

Date of Departure: 02/26/18 Date of Return Arrival: 02/28/18
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>120.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>180.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>400.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>100.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 800.00</td>
</tr>
</tbody>
</table>

Reviewed by and Date Approved

Eva Hitchcock Completed 12/01/2017 2:08 PM
Christopher Snyder Completed 12/01/2017 2:14 PM
Transportation Committee Pending 01/02/2018 10:00 AM
County Board Pending 01/09/2018 10:00 AM
**OVERNIGHT TRAVEL REQUEST**
Valid for ALL overnight travel  
Revised 3-14-2017

<table>
<thead>
<tr>
<th>REQUEST DATE:</th>
<th>12/1/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Chief Highway Engineer</td>
</tr>
<tr>
<td>DEPARTMENT:</td>
<td>Division of Transportation</td>
</tr>
<tr>
<td>ACCOUNT CODE:</td>
<td></td>
</tr>
</tbody>
</table>

**PURPOSE OF TRIP:** (explain fully the necessity of making the trip)
Attend the Illinois Transportation and Highway Engineering Conference. Seminars that discuss current issues on a variety of transportation topics.

<table>
<thead>
<tr>
<th>DESTINATION:</th>
<th>Champaign, IL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF DEPARTURE:</td>
<td>2/26/2018</td>
</tr>
<tr>
<td>DATE OF RETURN ARRIVAL:</td>
<td>2/28/2018</td>
</tr>
</tbody>
</table>

(Please include a detailed explanation if different from official business dates)

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$120.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$180.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$400.00</td>
</tr>
<tr>
<td>Miscellaneous expenses (parking, mileage, etc.)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rental car: (explain fully the necessity)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reference materials</td>
<td>$0.00</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$800.00</strong></td>
</tr>
</tbody>
</table>

**REVIEWED BY AND DATE APPROVED:**

**Signature on File**  
Date: 12/1/17

Department Head: ___________________________  
Committee Name: ___________________________  
County Board: ___________________________

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 20, 2016

From: 1500  
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3510</td>
<td>52270</td>
<td>AUTO/MACH/EQUIP PARTS</td>
<td>$2,329.00</td>
<td>$312,708.40</td>
<td>$310,379.40</td>
</tr>
</tbody>
</table>
| To: 1500        | Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3520</td>
<td>52220</td>
<td>WEARING APPAREL</td>
<td>$317.00</td>
<td>175</td>
<td>318.75</td>
</tr>
<tr>
<td>3510</td>
<td>52220</td>
<td>WEARING APPAREL</td>
<td>$1,000.00</td>
<td>4379.25</td>
<td>5379.25</td>
</tr>
<tr>
<td>3520</td>
<td>52220</td>
<td>WEARING APPAREL</td>
<td>$1,012.00</td>
<td>92</td>
<td>110.4</td>
</tr>
</tbody>
</table>

Total $2,329.00

Reason for Request:  
To cover deficit in Maintenance Wearing Apparel

Signature on File  
[Signature]  
Date: 12/1/17

Signature on File  
[Signature]  
Date: 12/1/17

Finance Department Use Only

Fiscal Year 2017  
Budget Journal # Acctg Period

Entered By/Date Released By/Date Posted By/Date

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

*FIN 19*
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 1500
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3500</td>
<td>52320</td>
<td>MEDICAL/DENTAL/LAB SUPPLIES</td>
<td>$200.00</td>
<td>200 -</td>
<td>12/1/17</td>
</tr>
<tr>
<td>3520</td>
<td>52260</td>
<td>AUTO/MACH/EQUIP PARTS</td>
<td>$1,000.00</td>
<td>768,662.06 768,662.06</td>
<td></td>
</tr>
</tbody>
</table>

Total $1,200.00

To: 1500
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3510</td>
<td>52320</td>
<td>MEDICAL/DENTAL/LAB SUPPLIES</td>
<td>$600.00</td>
<td>216,68 816,68</td>
<td>12/1/17</td>
</tr>
<tr>
<td>3520</td>
<td>52320</td>
<td>MEDICAL/DENTAL/LAB SUPPLIES</td>
<td>$600.00</td>
<td>7.14 607.14</td>
<td></td>
</tr>
</tbody>
</table>

Total $1,200.00

Reason for Request:
Deficit in Medical Supplies for the Fleet Garage and Highway Maintenance

Signature on File
Department Head
Signature on File
Chief Financial Officer

Packet Pg. 18
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

### Division of Transportation

<table>
<thead>
<tr>
<th>Company/Accounting Unit Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

#### Finance Dept Use Only

<table>
<thead>
<tr>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Accountable Unit

<table>
<thead>
<tr>
<th>Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3640</td>
<td>54199</td>
<td>CAPITAL CONTINGENCY</td>
<td>$9,600.00</td>
<td>4,399,395</td>
<td>4,389,795</td>
<td>12/12/17</td>
</tr>
</tbody>
</table>

#### Total

$9,600.00

To: 1500

#### Finance Dept Use Only

<table>
<thead>
<tr>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Accountable Unit

<table>
<thead>
<tr>
<th>Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3649</td>
<td>54000</td>
<td>LAND/RIGHT OF WAY</td>
<td>$9,600.00</td>
<td>(9201-)</td>
<td>399</td>
<td>12/12/17</td>
</tr>
</tbody>
</table>

#### Total

$9,600.00

---

**Reason for Request:**

55th Street, Dunham to Clarendon Hills Road, Section 11-00302-04-CH

---

**Signature on File**

**Department Head**

**Chief Financial Officer**

---

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

---

**Finance Department Use Only**

- Fiscal Year: 2017
- Budget Journal #: __________
- Acctg Period: __________
- Entered By/Date: __________
- Released By/Date: __________
- Posted By/Date: __________

---

**Packet Pg. 19**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3640</td>
<td>54199</td>
<td>CAPITAL CONTINGENCY</td>
<td>$27,161.00</td>
<td>4,289,795</td>
<td>4,262,634</td>
<td>12/12/17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $27,161.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>3644</td>
<td>54050</td>
<td>TRANSPORTATION INFRASTRUCTURE</td>
<td>$27,161.00</td>
<td>96,711</td>
<td>36,832</td>
<td>12/12/17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $27,161.00

Reason for Request:
IL 55, Wiesbrook Road/Herrick Road to Naperville Road, Section 10-00223-09-TL

Signature on File

Department Head
Signature on File

Chief Financial Officer
Signature on File

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

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

Trans F19
Fin C19

Packet Pg. 20
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 1500
Company #

Division of Transportation
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3640</td>
<td>54199</td>
<td>CAPITAL CONTINGENCY</td>
<td>$ 1,580.00</td>
<td></td>
<td></td>
<td>12/21/17</td>
</tr>
</tbody>
</table>

To: 1500
Company #

Finance Dept Use Only

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3649</td>
<td>53830</td>
<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$ 1,580.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $ 1,580.00

Reason for Request:
55th Street, Dunham to Clarendon Hills Road, Section 11-00302-04-GH

Signature on File

Signature on File

Activity 55th Stre (optional)

Chief Financial Officer

****Please sign in blue ink on the original form****
Requisition under 25k dollars

2018-20
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01/02/18-12/31/18</td>
<td>$8,899.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Eva Hitchcock: Completed 12/15/2017 10:12 AM
- Christopher Snyder: Completed 12/15/2017 10:39 AM
- Kathy Ostrowski: Completed 12/18/2017 11:08 AM
- James McGuire: Completed 12/18/2017 11:15 AM
- Paul Rafac: Completed 12/19/2017 10:02 AM
- Kathy Ostrowski: Completed 12/28/2017 3:10 PM
- Transportation Committee: Pending 01/02/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: HazChem Environmental Corporation</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Scott Schwefel</td>
<td>Email: <a href="mailto:sschwefel@hazchem.com">sschwefel@hazchem.com</a></td>
</tr>
<tr>
<td>Address: 1115 West National Ave.</td>
<td></td>
</tr>
<tr>
<td>City: Addison</td>
<td>State: IL Zip: 60101</td>
</tr>
<tr>
<td>Phone: 630-501-8735</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Highway Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Cucio</td>
<td>Email: <a href="mailto:Kathy.black@dupageco.org">Kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6930</td>
<td>Fax: 630-407-6962</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: HazChem Environmental Corporation</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 1115 West National Ave.</td>
<td></td>
</tr>
<tr>
<td>City: Addison</td>
<td>State: IL Zip: 60101</td>
</tr>
<tr>
<td>Phone: 630-501-8735</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Highway Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Darcie Garza</td>
<td>Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 140 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6906</td>
<td>Fax: 630-407-6921</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>Per 50 ILCS 305/1 F.O.B. Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for PO25 only</td>
</tr>
<tr>
<td>Jan 2, 2018</td>
</tr>
</tbody>
</table>

## LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

| 1 | 1 | EA | HAZARDOUS WASTE DISPOSAL | 1500 | 3510 | 53810 | 8,899.00 | 8,899 |

**Requisition Total**: 8,899

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

THIS CONTRACT PURCHASE ORDER IS FOR THE PROVISION OF HAZARDOUS MATERIAL TESTING, DISPOSAL AND EMERGENCY SERVICES FOR THE PERIOD JANUARY 2, 2018 THROUGH DECEMBER 31, 2018 PER LOW QUOTE 17-229-BF

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

EMAIL APPROVED, COMPLETED PO TO SCOTT SCHWEFEL

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

FY2018 1500 3510 53810 $8,000.00
FY2019 1500 3510 53810 $899.00

Transportation - 01/02/18
**Procurement Review Checklist**

**Procurement Services Division**

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

| Vendor: | HazChem Environmental Corporation |
| Vendor #: |  |
| Dept: | Division of Transportation |
| Contract Term: | 1/2/2018 - 12/31/2018 |
| Contract Total: | $8,899.00 |
| Contact: | Darcie Garza, CPPB |
| Phone: | 630-407-6906 |
| Assigned Committee: | Transportation |

**Description of Transportation/Scope of Work/Background:** For the provision of Hazardous Waste Testing, disposal and emergency services, for a contract total, not to exceed $8,899.00.

**Reason for Procurement:** To meet all USEPA and IEPA requirements for testing, disposal and emergency services.

**FUNDING SOURCE**

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

**DECISION MEMO NOT REQUIRED**

- □ LOWEST RESPONSIBLE QUOTE # or BID # 17-229-BF (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- □ RENEWAL, Enter Bid #  
- □ Intergovernmental Agreement
- □ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- □ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- □ Public Utility
- □ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Dec 12, 2017</td>
<td></td>
<td></td>
<td>12/15/17</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>12/18/17</td>
<td></td>
<td>12/18/17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12/19/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
QUOTE TABULATION

Q#17-229-BF  
HAZARDOUS WASTE DISPOSAL  
NOVEMBER 20, 2017

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>QUOTED DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLEAN MANAGEMENT INC.</td>
<td>Non-Responsive as did not provide Emergency Services Rate Card</td>
</tr>
<tr>
<td>HAZCEM</td>
<td>$8,899</td>
</tr>
<tr>
<td>SET ENVIRONMENTAL</td>
<td>$10,958.50</td>
</tr>
</tbody>
</table>

Bruce Flowers  
DuPage County Buyer  
X6166

INVITATIONS SENT: 8  TOTAL QUOTE RESPONSES RECEIVED: 3
Required Vendor Ethics Disclosure Statement

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

Date: Nov 16, 2017
Bid/Contract/FO #: 17-229-BF

Company Name: HazChem Environmental Corporation
Company Contact: Scott Schwefel
Contact Phone: 630-658-1910
Contact Email: sschwefel@hazchem.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 to the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

✓ NONE (check here) – If no contacts have been made

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

Telephone

Email

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

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

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

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

I hereby acknowledge:

Signature on File

Authorized Signature

Printed Name: Alan Shapiro
Title: President
Date: Nov 16, 2017

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

2018-16
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>02/01/18-01/31/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,858.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>12/04/2017 11:12 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>12/04/2017 11:18 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/12/2017 12:45 PM</td>
</tr>
<tr>
<td>Debby Thompson</td>
<td>Completed</td>
<td>12/12/2017 2:30 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/15/2017 2:31 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/19/2017 10:10 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/28/2017 3:16 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>01/02/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Safety Lane Inspections, Inc.
Attn: Tammy
Address: 1090 Carolina Drive
City: West Chicago
Phone: 630-231-9009

Vendor #: 
Dept: Division of Transportation
Attn: Kathy Curcio
Address: 180 N. County Farm Road
City: Wheaton
Phone: 630-407-6930

Email: 
Division: Fleet Maintenance
Email: kathy.black@dupageco.org
Room: 
Zip: 60187
Fax: 630-407-6962

Send Invoices To:
Vendor: Safety Lane Inspections, Inc.
Attn: 
Address: 1090 Carolina Drive
City: West Chicago
Phone: 630-231-9009

Dept: Division of Transportation
Attn: Joe Bechtold
Address: 180 N. County Farm Road
City: Wheaton
Phone: 630-407-6930

Email: 
Email: Joseph.bechtold@dupageco.org
Room: 
Zip: 60187
Fax: 630-407-6962

Send Payments To:
Vendor: Safety Lane Inspections, Inc.
Attn: 
Address: 1090 Carolina Drive
City: West Chicago
Phone: 630-231-9009

PO 25 Delivery Date: Jan 31, 2019
Requisitioner: Darcie Garza, CPPB

Vendor #: 
Dept: Division of Transportation
Attn: 
Address: 180 N. County Farm Road
City: Wheaton
Phone: 630-407-6930

Email: 
Email: Joseph.bechtold@dupageco.org
Room: 
Zip: 60187
Fax: 630-407-6962

Use for: Contract Administrator
Contract Start Date: Feb 1, 2018
Contract End Date: Jan 31, 2019
Use for: PO25 only

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
This Contract purchase order is for Vehicle Safety Inspections, as required by the State of Illinois, for the period February 1, 2018 through January 31, 2019, per low quote 17-232- BF

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

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
18 1500 3520 53380 $6,000.00
19 1500 3520 53380 $1,858.00

Transportation - 01/02/18

Packet Pg. 30

Attachment: Safety Lane Inspections, Inc. - Requisition (2018-16 : Safety Lane Inspections, Inc.)
**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: Safety Lane Inspections, Inc.</th>
<th>Vendor #:</th>
<th>Contract Term: 2/1/2018 - 1/31/2019</th>
<th>Contract Total: $7,858.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6930</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To provide IDOT Vehicle Safety Inspections for a contract total, not to exceed $7,858.00.

**Reason for Procurement**

To provide a contract for the required safety inspections, as required by the State of Illinois.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500 3520 53380
- Budget Transfer (Date) ____________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 17-232-BF (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________

- 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:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Nov 28, 2017</th>
<th>Recommended for Approval</th>
<th>12/13/17</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Buyer</th>
<th>12/13/17</th>
<th>Procurement Officer</th>
<th>12-13-17</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>12-19-17</th>
<th>Chairman's Office</th>
<th>12-19-17</th>
</tr>
</thead>
</table>

(Decision Memos Over $25,000)
<table>
<thead>
<tr>
<th>COMPANY</th>
<th>TOTAL QUOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOLSTEIN'S GARAGE</td>
<td>$8,878</td>
</tr>
<tr>
<td>SAFETY LANE INSPECTIONS INC</td>
<td>$7,858</td>
</tr>
<tr>
<td>KAMMES AUTO &amp; TRUCK REPAIR, INC</td>
<td>$8,878</td>
</tr>
<tr>
<td>SUBURBAN DRIVELINE CO. INC</td>
<td>$8,623</td>
</tr>
</tbody>
</table>

Bruce Flowers  
DuPage County Buyer  
X6166
be subject to inspection by Department personnel on the premises of the Official Testing Station.

e) It shall be the owner's responsibility to maintain a supply of Certificates of Safety and numerical insert decals to accommodate any type vehicles, including rebuilt and interstate, the OTS is authorized to test and which is presented for original inspection or any type vehicle the OTS is authorized to test and which has been returned for retest. If the Station does not have a supply of Certificates and numerical insert decals to issue to a rejected vehicle returning for retest, the test fee shall be refunded to the vehicle owner.

f) The owner shall be responsible for the proper security, distribution in sequential order by cycle and handling of the Certificates of Safety.

g) If a Station is required to have testing equipment, it shall be the owner's responsibility to immediately notify the CVSS of any change in equipment, regardless of whether the OTS's classification is affected.

h) It shall be the owner's responsibility to provide funds to cover the cost of any Certificate of Safety order submitted, either through remittance of proper funds or through use of a previously established credit balance.

i) If as the result of an Administrative Hearing an Official Testing Station Permit is suspended, performance of any and all vehicle inspection activities shall be prohibited for the duration of the suspension. It shall be the owner's responsibility to surrender the OTS Permit, Certificates of Safety and other related supplies requested by authorized personnel of the Department on the date the suspension begins. The owner shall be responsible for making certain all employees honor the terms of the suspension.

(Source: Amended at 17 Ill. Reg. 12839, effective July 27, 1993)

<table>
<thead>
<tr>
<th>Descriptions</th>
<th>Inspection Costs</th>
<th>Est. # Annual Inspections</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDOT VEHICLE INSPECTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 TON DUMP TRUCKS &amp; 2 AXLE TRAILERS</td>
<td>$ 31.00</td>
<td>114</td>
<td>$ 3,534.00</td>
</tr>
<tr>
<td>IDOT VEHICLE INSPECTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 WHEELERS &amp; 3 AXLE TRACTOR TRAILERS</td>
<td>$ 16.00</td>
<td>94</td>
<td>$ 432.00</td>
</tr>
<tr>
<td>TOTAL QUOTE</td>
<td></td>
<td></td>
<td>$ 7,858.00</td>
</tr>
</tbody>
</table>

TOTAL LUMP SUM QUOTE $ 7,858.00

Signature on File

X

(Signature and Title)

Q17-232-BF
Page 3 of 4
COUNTY OF DU PAGE, ILLINOIS

<table>
<thead>
<tr>
<th>Full Business Name</th>
<th>SAFETY LANE INSPECTIONS INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Street Address</td>
<td>400 CARRINGTON DR</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>WEST CHICAGO 60185</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>630-061-9188</td>
</tr>
<tr>
<td>Bid Contact Person</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:aaron@slinspections.com">aaron@slinspections.com</a></td>
</tr>
</tbody>
</table>

QUOTE AWARD CRITERIA:

This quote will be awarded to the lowest responsive, responsible vendor meeting specifications based upon the Total Lowest Cost. DuPage County reserves the right to choose the lowest quote for each fraction category and award vendors accordingly if it is in the best interests of the County.

This quote may be subject to three (3) additional 1-year renewals based on the pricing and terms remaining the same as the original quote and with mutual agreement of both parties.

Please include the attached forms:

1. Signed W9 form
2. Signed Vendor Ethics Disclosure form

Scan and email quotes to bruce.flowers@dupageco.org. Or FAX to (630) 407-6201.

Sincerely,

Bruce Flowers

DuPage County Buyer
Procurement Services
421 N. County Farm Rd.
Wheaton, IL 60187
630-407-6166
Required Vendor Ethics Disclosure Statement

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

Date: ____________________

Bid/Contract/PO #: ____________________

Company Name: ____________________
Company Contact: ____________________
Contact Phone: ____________________
Contact Email: ____________________

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 disclosures of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

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

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

Authorized Signature: ____________________

Signature on File

Printed Name: ____________________
Title: ____________________
Date: ____________________

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.2
4/2/16
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #: 2426-0001SERVPacket Pg. 36**

**Original Purchase Order Date:** June 1, 2017  **Change Order #: 1**

**Department:** Division of Transportation

**Vendor Name:** St. Francis Pet Crematory & Kennels, Inc.  **Vendor #: 11933**

**Dept Contact:** Darcie Garza, CPPB

---

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

This contract is to provide crematory services for deceased animals located on DuPage County Right of Ways. The number of deceased animals, has exceeded historical averages.

---

**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**

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

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: _______ to: _______
- [ ] Increase $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: 1500 3510 53810
- [ ] OTHER - explain below:

---

**DG, CPPB: 6906**

**Prepared By (Initials):** [signature]  **Phone Ext:** [signature]  **Date:** Dec 5, 2017

**Recommended for Approval (Initials):** [signature]  **Phone Ext:** [signature]  **Date:** 12/14/17

**REVIEWED BY (Initials Only):**

- [ ] Buyer: [signature]  **Date:** 12/18/17  **Procurement Officer:** [signature]  **Date:** 12-18-17
- [ ] Chief Financial Officer: [signature]  **Date:** 12-18-1717  **Chairman's Office:** [signature]  **Date:** 12-18-17

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 36
Decision Memo

Procurement Services Division

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

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

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

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

Requesting approval to increase contract 2426-0001SERV, to allow for continued crematory services, of deceased animals, along County Right of Ways. St. Francis is the sole crematory that accepts skunks.

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

The Division of Transportation annually contracts for the cremation of deceased animals along County Right of Ways, based upon historical removal data. This year, the number of deceased animals, especially skunks, has exceeded expectations.

Strategic Impact

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

There are two (2) contracts for Crematory Services, awarded from quotation 15-076 Renewal. The first contract is with All Paws, which is set up for the disposal of smaller animals, as we are charged by the pound. They have a restriction that they will not accept skunks. The second contract is with St. Francis Pet Crematory. St. Francis is set up for larger animals and skunks. It is imperative that the contract for St. Francis be increased, so that DuPage County has a location to dispose of large animals and skunks.

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

E-Quotations were solicited under #15-075

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

Staff recommends approval to increase the contract, as requested. Larger animals can be brought to All Paws at the per pound rate.

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

<table>
<thead>
<tr>
<th>Current</th>
<th>After Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>
REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 1/5/2017
Bid/Contract/PO: 15-076

Company Name: The Saint Francis Group
Company Contact: Christopher Pales
Contact Phone: 630-766-3646
Contact Email: sfpcinc@aol.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 $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

I hereby acknowledge:

**Signature on File**

Authorized Signature

Printed Name: Christopher Pales
Title: Vice President
Date: 1/5/2017

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

2018-21
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>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 18, 2017</td>
<td>$24,500.00</td>
<td>THROUGH 06/30/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>12/18/2017 2:26 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>12/19/2017 8:28 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/19/2017 8:45 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/19/2017 8:51 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/27/2017 2:35 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/28/2017 3:36 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>01/02/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: STATE Testing, LLC</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Derek White, P.E.</td>
<td>Email: <a href="mailto:Dwhite@statetestingllc.com">Dwhite@statetestingllc.com</a></td>
</tr>
<tr>
<td>Address: 570 Rock Road Drive</td>
<td></td>
</tr>
<tr>
<td>City: East Dundee</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 847-836-6002</td>
<td>Fax: 847-836-6342</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

| Dept: Division of Transportation | Division: |
| Attn: Paul Krueger | Email: |
| Address: 421 N. County Farm Road | Room: |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: 6900 | Fax: |

**Send Payments To:**

| Dept: | Division: |
| Attn: | Email: |
| Address: | Room: |
| City: | State: IL | Zip: |
| Phone: | Fax: |

**Payment Terms:**

<table>
<thead>
<tr>
<th>Use for PO25 only:</th>
<th>Contract Administrator</th>
</tr>
</thead>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisitioner</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for PO25 only:</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jun 30, 2019</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Item Detail (Product #):**

<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>18-MATLS-05-EG</td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td></td>
<td>24,500.00</td>
<td>24,500.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Professional Materials Engineering Services for Consultation for Hot Mix Asphalt Mix Designs, Section 18-MATLS-05-EG

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

Last Invoice Date 06/30/2020

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

Transportation - 01/02/18

---

**DO NOT SEND P.O. DOT ONLY**
**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: STATE Testing LLC</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Through 06/30/19</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td>Assigned Committee:</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Professional Materials Engineering Services for Consultation for Hot Mix Asphalt Mix Designs for the Division of Transportation, Section 18-MATS-05-EG

**Reason for Procurement**
See attached decision memo

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
- [ ] Budget Transfer (Date) Add'1 Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID 
  (QUOTE < $25,000; BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO# 
  Intergovernmental Agreement
- [ ] 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**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMH</td>
<td>Dec 18, 2017</td>
<td>12/18/17</td>
<td>12/18/17</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>12-21-17</td>
<td>cm</td>
<td>12-21-17</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>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
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: STATE Testing, LLC</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 Division of Transportation (DOT) is in need of professional material testing engineering consultation for Hot Mix Asphalt Mixture Designs.

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

Due to the passage of the FAST ACT (Illinois PA 9907-0272) local agencies can now adopt alternate hot mix asphalt (HMA) mixture designs that deviate from the parameters set by the Illinois Department of Transportation (IDOT) provided that they are documented correctly by the local agency. STATE Testing, LLC has previously assisted (DOT) with an alternate hot mix asphalt mixture design for another project and has the expertise to continue providing alternate HMA mixture designs and specifications for the DOT.

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.

In order to continue to design more cost effective and durable HMA mix designs, a contract such as this makes this possible. STATE Testing has successfully completed an alternate HMA mix design for our 2017 Pavement Maintenance project. STATE will continue to build on this design for future projects.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Per the Qualification Based Selection process for contracts under $25,000.00, STATE Testing was selected as they are a leader in the industry with regard to alternate HMA mix designs and has provided this type of service to DuPage County in the past.

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

The specialized nature of this work expertise in HMA mix designs and material testing which the DOT does not currently possess. The DOT considered the capabilities of several firms for this work. It is our recommendation that a contract be awarded to STATE Testing, LLC based upon qualifications of their staff. 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.

Other options would include:
1) Award individual contracts to firms on an as-needed basis.
2) Perform the work utilizing in-house staff.

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 FY18 fiscal impact for this contract is anticipated to be $24,500.00. The DOT has sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND STATE MATERIALS ENGINEERING, LLC
D/B/A S.T.A.T.E. TESTING LLC
FOR PROFESSIONAL MATERIALS ENGINEERING SERVICES FOR
CONSULTATION FOR HOT MIX ASPHALT MIX DESIGNS UPON REQUEST
SECTION No. 18-MATLS-05-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and State Materials Engineering, LLC D/B/A S.T.A.T.E. Testing LLC, licensed to do business in the State of Illinois, with offices at 570 Rock Road, East Dundee, Illinois 60118; (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 materials engineering services for various county highway improvements upon request, (specifically with regard to Hot Mix Asphalt (HMA) Mix designs.) Section No. 18-MATLS-05-EG (hereinafter referred to as “Work Orders”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional materials engineering services and is willing to perform the required services upon request for a total amount not to exceed $24,500.00; 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 developed an Environmental Roadway Design and is incorporating said design into all Projects. The
CONSULTANT acknowledges the necessary resources to comply with the Environmental Roadway Design in the event a Work Order necessitates this scope of work; 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 are to be provided by the CONSULTANT according to the Scope of Work and Fee Schedules attached as Exhibit A which are incorporated herein by reference. The CONSULTANT shall complete all of the tasks, on an as needed basis as approved Work Order(s) with a not to exceed amount for each Work Order, for the total compensation set forth in Section 7.0 below, unless otherwise modified. 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 any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved
Work Order(s). 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 and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

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") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the authorized signatory for the department. Authorization to
proceed with approved Work Order(s) 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 not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 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 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in the Scope of work for the COUNTY.
5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). 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 each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or by 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 $24,500.00. 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 based on the Schedule of Fees (Exhibit A) and/or at a 2.8 direct labor multiplier applied to the actual hourly rates of staff based on individual approved Work Order(s) with a not to exceed amount as noted in the Work Order. The multiplier shall include the cost of overhead, profit and incidental costs.

7.4 If invoicing under the Schedule of Fees (Exhibit A), the CONSULTANT may not charge the COUNTY for direct expenses not included in the Schedule of Fees without prior written approval.

7.4.a If Overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT per attached RDE 436 form, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on approved Work Order(s).

7.4.b The CONSULTANT may request adjustments to the Schedule of Fees (Exhibit A) which will be subject to approval by the COUNTY through the Director, or his/her designee provided the adjustment(s) do not exceed the total compensation as stated herein. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit A when invoices are submitted for the approved Work Order(s).
7.5 If invoicing under the direct labor multiplier, direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all approved Work Order(s). For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports, deliverables and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.5.a For all direct expenses more than $25 and as included in the attached BDE 436 made a part hereof and incorporated herein by reference, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Approved Work Order(s) may include additional approved direct expenses not included herein.

7.5.b The CONSULTANT shall not include computer and cell phone charges as direct expenses.

7.5.c 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 for any additions to classifications listed on Exhibit C approved by the COUNTY. 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).

7.6 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.

7.7 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices 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 COUNTY. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Separate invoices shall be submitted for each approved Work Order and each invoice shall 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.

7.8 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.”

7.9 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.

7.10 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, 2019, 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, 2019.

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:

State Materials Engineering, LLC D/B/A
S.T.A.T.E. Testing LLC
570 Rock Road Drive
East Dundee, IL 60118
ATTN: Derek A. White, P.E.
Vice President
Phone: 847.836.6002
Facsimile: 847.836.6342
Email: dwhite@statetestingllc.com
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 The CONSULTANT’S key personnel specified in the AGREEMENT (Jay Behnke, President) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed
successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved Work Orders.

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

COUNTY OF DUPAGE

BY: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer

STATE MATERIALS ENGINEERING, LLC
D/B/A S.T.A.T.E. TESTING LLC

BY: JAY J. BIRNIE, P.E.
TITLE: PRESIDENT/OWNER

Signature on File

ATTEST BY:

Signature on File

Eve Hitchcock
Administrative Assistant

NAME: DELMAR H. WHITE
TITLE: VICE PRESIDENT

Packet Pg. 66
Consultant will provide on call Materials Engineering services to assist the county engineering staff in the following areas but not limited to:

- Assist with the design of Hot Mix Asphalt Mix Design. Consultant will provide assistance in selection of pavement materials.

- Assist with providing specifications of modified HMA Mix Designs- Consultant will provide assistance in specification writing of various special mixes including high binder replacement but not limited to these

- Provide HMA testing on modified HMA Mix Designs- Provide performance testing (DCT, I-FIT, and hamburg wheel) and binder testing on requested mixtures.

- Provide Technical memorandums on the results of the modified HMA Mix Designs.
<table>
<thead>
<tr>
<th>BITUMINOUS MATERIALS LABORATORY SERVICES</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPLETE IDOT HMA MIX DESIGN (5 or More) Includes TSR and Hamborg Wheel</td>
<td>$7,750</td>
</tr>
<tr>
<td>COMPLETE IDOT HMA MIX DESIGN (4 or Less) Includes TSR and Hamborg Wheel</td>
<td>$9,100</td>
</tr>
<tr>
<td>HMA/EMA DESIGN MIX VERIFICATION (ONE-POINT) Includes building</td>
<td>$3,200</td>
</tr>
<tr>
<td>IDOT HMA DESIGN VERIFICATION (Manual of Test Procedures Method A) - Includes TSR and Hamborg</td>
<td>$605</td>
</tr>
<tr>
<td>TENSILE STRENGTH RATIO (TSR): (ASTM D 687)- Full Sample Preparation</td>
<td>$4,890</td>
</tr>
<tr>
<td>TENSILE STRENGTH RATIO (TSR): (ASTM D 687)- Plant Sample</td>
<td>$1,470</td>
</tr>
<tr>
<td>HMA BULK SPECIFIC GRAVITY (Graph or &quot;A&quot;) GYRATORY SPECIMEN (AVG. OF 2)</td>
<td>$460</td>
</tr>
<tr>
<td>HMA - MAXIMUM SPECIFIC GRAVITY (Gma)</td>
<td>$200</td>
</tr>
<tr>
<td>EXTRACTION (REPLUN) WITH WASHED GRAD.</td>
<td>$335</td>
</tr>
<tr>
<td>EXTRACTION (IGNITION BURN) WITH WASHED GRAD.</td>
<td>$300</td>
</tr>
<tr>
<td>EXTRACTION (CENTRIFUGES) WITH WASHED GRAD.</td>
<td>$550</td>
</tr>
<tr>
<td>W/MOISTURE CORR. (ASTM C-365 &amp; D-146)</td>
<td>$685</td>
</tr>
<tr>
<td>HMA - MAXIMUM SPECIFIC GRAVITY (Gma) COAG &amp; BULK SPECIFIC GRAVITY (Gmb) coef of 2</td>
<td>$485</td>
</tr>
<tr>
<td>STABILITY AND FLOW (AVG. OF 3): (ASTM 1559, D 2794) paste provided</td>
<td>$10</td>
</tr>
<tr>
<td>PAVEMENT ANALYSIS - SINGLE CORE</td>
<td>$920</td>
</tr>
<tr>
<td>VISEA CIRCLING (ASTM D 2172)</td>
<td>$840</td>
</tr>
<tr>
<td>HMA PRODUCTION MIX VERIFICATION - Plant Sample Preparation</td>
<td>$920</td>
</tr>
<tr>
<td>(Includes: Resin Extraction, Gmm, Gmb)</td>
<td>$220</td>
</tr>
<tr>
<td>CORE ANALYSIS, 6&quot; EACH CORE (DENSITY &amp; REFLUX)</td>
<td>$555</td>
</tr>
<tr>
<td>MODIFIED AASHTO T284 (Hamborg, Wheel) 1-Wheel</td>
<td>$480</td>
</tr>
<tr>
<td>Full Sample Preparation</td>
<td>$1,310</td>
</tr>
<tr>
<td>Plant Sample Preparation</td>
<td>$370</td>
</tr>
<tr>
<td>Core Samples</td>
<td>$370</td>
</tr>
<tr>
<td>Test Only</td>
<td>$1,405</td>
</tr>
<tr>
<td>BCT (ASTM D 7313)</td>
<td>$1,100</td>
</tr>
<tr>
<td>Full Sample Preparation</td>
<td>$900</td>
</tr>
<tr>
<td>Plant Sample Preparation</td>
<td>$900</td>
</tr>
<tr>
<td>From Prepared Specimen(Core or Gyratory)</td>
<td>$2,250</td>
</tr>
<tr>
<td>1-FIT (ITP - 465) Each gyratory specimen, Ave of 3 replicates</td>
<td>$1,690</td>
</tr>
<tr>
<td>Full Sample Preparation</td>
<td>$1,690</td>
</tr>
<tr>
<td>Plant Sample Preparation</td>
<td>$890</td>
</tr>
<tr>
<td>From Prepared Specimen(Core or Gyratory)</td>
<td>$2,250</td>
</tr>
<tr>
<td>1-FIT (ITP - 465) &amp; BCT (ASTM D 7313)</td>
<td>$1,710</td>
</tr>
<tr>
<td>Full Sample Preparation</td>
<td>$1,710</td>
</tr>
<tr>
<td>Plant Sample Preparation</td>
<td>$1,710</td>
</tr>
<tr>
<td>From Prepared Specimen(Core or Gyratory)</td>
<td>$1,710</td>
</tr>
</tbody>
</table>

**BINDER TESTING**

<p>| AASHTO M320 - Verification | ASHHTO M320 | $1,450 |
| AASHTO M320 - Certification | ASHHTO M320 | $1,385 |
| AASHTO M320 - Classification or MSC CR | ASHHTO M320 | $1,205 |
| Extraction/Recovery + PG - Design/Field Mix | ASHHTO M320 | $2,010 |
| Extraction/Recovery + PG - Field Core | ASHHTO M320 | $1,830 |
| Extraction/Recovery + PG - RAP/RRS Sample | ASHHTO M320 | $2,495 |
| Asphalt Extraction | ASHHTO M320 | $335 |
| Asphalt Binder Recovery from Solution | ASHHTO M320 | $295 |
| MSCR (Includes % Recovery) | ASHHTO M320 | $295 |
| RTFO + MSCR | ASHHTO M320 | $135 |
| Softening Point | ASHHTO M320 | $150 |</p>
<table>
<thead>
<tr>
<th>Test Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Separation of Polymer-Softening Point</td>
<td>$350</td>
</tr>
<tr>
<td>Separation of Polymer-DSR</td>
<td>$325</td>
</tr>
<tr>
<td>Elastic Recovery-DSR</td>
<td>$420</td>
</tr>
<tr>
<td>High/Low Shear Rehydration</td>
<td>$60</td>
</tr>
<tr>
<td>Flowpoint</td>
<td>$40</td>
</tr>
<tr>
<td>Rotational Viscosity</td>
<td>$290</td>
</tr>
<tr>
<td>Original DSR (1 Temp)</td>
<td>$415</td>
</tr>
<tr>
<td>Original DSR (2 Temp)</td>
<td>$75</td>
</tr>
<tr>
<td>RTFO w/ Mass Loss</td>
<td>$270</td>
</tr>
<tr>
<td>RTFO DSR (1 Temp)</td>
<td>$415</td>
</tr>
<tr>
<td>RTFO DSR (2 Temp)</td>
<td>$75</td>
</tr>
<tr>
<td>PAV</td>
<td>$290</td>
</tr>
<tr>
<td>PAV DSR (1 Temp)</td>
<td>$415</td>
</tr>
<tr>
<td>PAV DSR (2 Temp)</td>
<td>$310</td>
</tr>
<tr>
<td>BBR (1 Temp)</td>
<td>$470</td>
</tr>
<tr>
<td>BBR (2 Temp)</td>
<td>$195</td>
</tr>
</tbody>
</table>

**COATING EQUIPMENT-Daily**
EXHIBIT B

(This page intentionally left blank)
### EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**

**Consultant Employee Rate Listing**

**CONSULTANT:** State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC  
**PROJECT:** 18-MATLS-05-EG

<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</td>
<td>70</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>30</td>
<td>67</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>23</td>
<td>47</td>
</tr>
<tr>
<td>Materials Coordinator</td>
<td>35</td>
<td>50</td>
</tr>
<tr>
<td>Laboratory Manager</td>
<td>35</td>
<td>55</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>28</td>
<td>70</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>26</td>
<td>45</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>22</td>
<td>44</td>
</tr>
<tr>
<td>Level III Technician</td>
<td>35</td>
<td>48</td>
</tr>
<tr>
<td>Level II Technician</td>
<td>35</td>
<td>48</td>
</tr>
<tr>
<td>Level I Technician</td>
<td>30</td>
<td>48</td>
</tr>
<tr>
<td>Material Tester 2</td>
<td>30</td>
<td>59</td>
</tr>
<tr>
<td>Material Tester 1</td>
<td>30</td>
<td>59</td>
</tr>
<tr>
<td>Lab Technician II</td>
<td>12</td>
<td>36</td>
</tr>
<tr>
<td>Lab Technician</td>
<td>10</td>
<td>22</td>
</tr>
<tr>
<td>CWI</td>
<td>35</td>
<td>55</td>
</tr>
<tr>
<td>Apprentice</td>
<td>20</td>
<td>40</td>
</tr>
</tbody>
</table>

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

**Signature of Authorized Agent for CONSULTANT:**

**Signature of Authorized Agent for COUNTY:**

Date: 12/15/17  
Date: 12/20/17
EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____________________________________________ hereby

notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need
to reassign staff for the ________________________________ project, Section

No. ____________________

Position: _______________________________

Person: _______________________________

Effective date: _______________________

Reason for requesting change: _______________________________

Proposed Replacement: ________________________________ (attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to

assure adequate exchange of information and responsibility, including Principal Engineer

oversight and requested involvement by COUNTY staff.)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZED</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>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>$0.00</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>$85.00</td>
<td>$85.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deluxe Rental</td>
<td>Actual cost (Up to 60 days)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</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 (Submit supporting documentation)</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>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Deliverables/Mylar (Inside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Deliverables/Mylar (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plate Stencils/Inlays</td>
<td>Actual cost</td>
<td>$0.00</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>Photos/Photography</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>Special Jack Birthday/Event</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/Legal</td>
<td>Actual cost</td>
<td>$23.75</td>
<td>$23.75</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>Audit/Review</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televisting</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>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Services</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
</tbody>
</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

**Packet Pg. 73**
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: State Materials Engineering, LLC, DBA S.T.A.T.E. Testing, LLC
Company Contact: Jay J Behnie
Contact Phone: 847 836-6002
Contact Email: jbehnke@statetestingllc.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens to Elect James Zay</td>
<td>State Materials Engineering, LLC</td>
<td>Check</td>
<td>$250.00</td>
<td>Oct 24, 2017</td>
</tr>
<tr>
<td>Citizens to Elect James Zay</td>
<td>State Materials Engineering, LLC</td>
<td>Check</td>
<td>$250.00</td>
<td>May 3, 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.

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

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

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

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

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

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

I hereby acknowledge the above

Authorized Signature

Printed Name: Derek A. White
Title: Vice President
Date: Nov 17, 2017

Packet Pg. 74
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HUFF & HUFF, INC.
PROFESSIONAL ENVIRONMENTAL SCREENING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION, PUBLIC WORKS
AND FACILITIES MANAGEMENT
SECTION 17-ENVMT-05-EG
(CONTRACT TOTAL NOT TO EXCEED $90,000.00)

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 Environmental Screening Services, as needed for the Division of Transportation, Public Works and Facilities Management, Section 17-ENVMT-05-EG; and

WHEREAS, Huff & Huff, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Environmental Screening Services, and is willing to perform the required services for an amount not to exceed $90,000.00; 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 Huff & Huff, Inc. be hereby accepted and approved for a contract total not to exceed $90,000.00 (Division of Transportation - $75,000.00 /Public Works - $7,500.00 /Facilities Management - $7,500.00) 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 Huff & Huff, Inc., 915 Harger Road, Suite 330, Oak Brook, Illinois 60523, by and through the Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

## REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>THROUGH 11/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT</td>
<td>REQUESTING DEPT.</td>
</tr>
<tr>
<td></td>
<td>$90,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Eva Hitchcock  
  Completed  
  12/18/2017 7:26 AM
- Christopher Snyder  
  Completed  
  12/18/2017 1:50 PM
- Laura Grobe  
  Completed  
  12/19/2017 9:01 AM
- Tim Harbaugh  
  Completed  
  12/19/2017 9:56 AM
- Angela Bendinelli  
  Completed  
  12/20/2017 12:57 PM
- Nick Kottmeyer  
  Completed  
  12/20/2017 1:03 PM
- Kathy Ostrowski  
  Completed  
  12/20/2017 1:07 PM
- Debby Thompson  
  Skipped  
  12/20/2017 3:58 PM
- James McGuire  
  Completed  
  12/20/2017 4:02 PM
- Paul Rafac  
  Completed  
  12/27/2017 2:30 PM
- Tom Cuculich  
  Completed  
  12/27/2017 3:23 PM
- Kathy Ostrowski  
  Completed  
  12/28/2017 2:10 PM
- Public Works Committee  
  Pending  
  01/02/2018 9:15 AM
- Transportation Committee  
  Pending  
  01/02/2018 10:00 AM
- Finance Committee  
  Pending  
  01/09/2018 8:00 AM
- County Board  
  Pending  
  01/09/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Huff & Huff, Inc.
  - **Vendor #:** 11585
- **Attn:** Jeremy Reynolds, P.G.
  - **Email:** Jeremy.reynolds@g2a.com
- **Address:** 915 Harger Road, Suite 330
- **City:** Oak Brook
- **State:** IL
- **Zip:** 60523
- **Phone:** 630-684-4406
- **Fax:** 630-684-9120

**Send Invoices To:**
- **Dept:** Division of Transportation
- **Attn:** Paul Krueger
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:**
- **Fax:**

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

**Payment Terms**
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**
- **Use for:** Contract Administrator
- **Contract Start Date:** Nov 30, 2019
- **Contract End Date:**
- **Use for PO25 only:**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>DOT-Environmental Screening</td>
<td></td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td></td>
<td>75,000.00</td>
<td>75,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>PW - Environmental Screening</td>
<td></td>
<td></td>
<td>2000</td>
<td>2665</td>
<td>53010</td>
<td></td>
<td>7,500.00</td>
<td>7,500</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>FM - Environmental Screening</td>
<td></td>
<td></td>
<td>1000</td>
<td>1100</td>
<td>53010</td>
<td></td>
<td>7,500.00</td>
<td>7,500</td>
</tr>
</tbody>
</table>

**Requisition Total:** 90,000

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

Professional Environmental Screening Upon Request, 17-ENVMT-05-EG

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

**Last Invoice Date - 11/30/20**

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

DI-P-0012-18

---

**DO NOT SEND P.O. DOT ONLY**
## Procurement Review Checklist

### Procurement Services Division

This form must accompany all Purchase Order Requisitions

#### Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Huff & Huff, Inc.  
**Vendor #:** 11585  
**Contract Term:** Through 11/30/19  
**Contract Total:** $90,000.00

**Dept:** Division of Transportation  
**Contact:** Paul Krueger  
**Phone:** 6900  
**Assigned Committee:** Transportation/ 
Facilities Management

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

Professional Environmental Screening Services, as needed for the Division of Transportation ($75,000), Public Works ($7,500) and Facilities Management ($7,500).

**Reason for Procurement:** See attached decision memo

---

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-54040/2000-2665-53010/1000-1100-53010
- [ ] Budget Transfer (Date)  
  **Add'l Information**

---

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID #  
  **(QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)**
- [ ] RENEWAL, Enter Bid and/or PO#  
  **Intergovernmental Agreement**
- [ ] 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)

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
  **(include Evaluation Summary if applicable)**
- [x] 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>EMH</th>
<th>Prepared By</th>
<th>Dec 4, 2017</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>12/15/17</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUYER'S OFFICE**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12-21-17</td>
<td></td>
</tr>
</tbody>
</table>
  **SM** |

**CHIEF FINANCIAL OFFICER**

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12-27-17</td>
</tr>
</tbody>
</table>

**CHIEF FINANCIAL OFFICER**

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

---

*Packet Pg. 78*
**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: Huff &amp; Huff, Inc. a subsidiary of GZA GeoEnviron</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Date:**

**MinuteTraq (IQM2) ID #:**

**Department Requisition #:**

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

The County is in need of professional engineering services for environmental review, screening and analysis for various construction and maintenance activities on an as-needed basis.

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

Due to State legislation, it is required that soil removed from construction and/or maintenance activity sites, historically classified as clean construction debris, must now be certified as uncontaminated. Said certification must be supported by knowledge of historical land uses, site reconnaissance, and/or laboratory analysis before it can be disposed of at a clean construction fill site.

**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.

In order to perform environmental review and analysis on various small projects, it is more cost effective to hire one firm under one contract. By combining the various environmental screening projects under one contract, staff will not have to negotiate, manage and track multiple environmental screening contracts for multiple projects. This contract will be a shared contract between Facilities Management, Public Works and the Division of Transportation.

**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. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Huff & Huff, Inc. is qualified and has the staff available to perform the work on behalf of the County.

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

The nature of this work requires personnel specifically trained to perform environmental reviews, including recognizing potential sources and/or the presence of contaminants, which the DOT does not currently possess. It is the opinion of staff that working with a number of different firms on very minor projects would be time consuming and waste staff time unnecessarily. The DOT reviewed the Statements of Interest from several firms per the County QBS process and determined that Huff & Huff, Inc. has qualified personnel readily available to perform the work and DOT feels it is in the best interest of the County to award a contract to Huff & Huff, Inc. 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.

- **Division of Transportation fiscal impact:** FY18 - $75,000.00
- **Facilities Management fiscal impact:** FY18 - $7,500.00
- **Public Works fiscal impact:** FY18 - $7,500.00
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
HUFF & HUFF, INC.
FOR PROFESSIONAL ENVIRONMENTAL SCREENING
UPON REQUEST – VARIOUS LOCATIONS
SECTION NO. 17-ENVMT-05-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of _________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Huff & Huff, Inc., licensed to do business in the State of Illinois, with offices at 915 Harger Road, Suite 330, Oak Brook, Illinois 60523; (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 environmental screening and analysis services for various county highway and facility improvements upon request, Section No. 17-ENVMT-05-EG (hereinafter referred to as “Work Orders”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional environmental screening and analysis services and is willing to perform the required services upon request for a total amount not to exceed $90,000.00; 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, environmental screening and analysis services as referenced in Exhibit A attached hereto and incorporated herein 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 any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). 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 and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
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") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with Work Order(s) described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in
accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 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 the Scope of work for the COUNTY.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). 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 each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) 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 $90,000.00. 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 based on the Schedule of Fees (Exhibit A) and/or at a 2.8 direct labor multiplier applied to the actual hourly rates of staff based on individual approved Work Order(s) with a not to exceed amount as noted in the Work Order. The multiplier shall include the cost of overhead, profit and incidental costs.

7.4 If invoicing under the Schedule of Fees (Exhibit A), the CONSULTANT may not charge the COUNTY for direct expenses not included in the Schedule of Fees without prior written approval.

7.4.a If Overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT per attached BDE 436 form, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on approved Work Order(s).

7.4.b The CONSULTANT may request adjustments to the Schedule of Fees (Exhibit A) which will be subject to approval by the COUNTY through the Director, or his/her designee provided the adjustment(s) do not exceed the total compensation as stated herein. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit A when invoices are submitted for the approved Work Order(s).

7.5 If invoicing under the direct labor multiplier, direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all approved Work Order(s). For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports, deliverables and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
7.5.a For all direct expenses more than $25 and as included in the attached BDE 436 made a part hereof and incorporated herein by reference, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Approved Work Order(s) may include additional approved direct expenses not included herein.

7.5.b The CONSULTANT shall not include computer and cell phone charges as direct expenses.

7.5.c 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 for any additions to classifications listed on Exhibit C approved by the COUNTY. 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).

7.6 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.

7.7 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices 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 COUNTY. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Separate invoices shall be submitted for each approved Work Order and each invoice shall 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.

7.8 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.”

7.9 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.

7.10 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 reasonable 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 November 30, 2019, 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 November 30, 2019.

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:

Huff & Huff, Inc.
915 Harger Road, Suite 330
Oak Brook, IL 60523
ATTN: Jeremy J. Reynolds, P.G.
Associate Principal
Phone: 630.684.4406
Facsimile: 630.684.9120
Email: Jeremy.reynolds@gza.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; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.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 Work Order(s) 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 in approved Work Orders 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 approved Work Orders.

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

COUNTY OF DUPAGE

BY: Daniel J. Cronin, Chairman
    DuPage County Board

ATTEST BY:

Paul Hinds, County Clerk

HUFF & HUFF, INC.

BY: NAME: Jerey J. Reynolds
    TITLE: Associate Principal

ATTEST BY:

NAME: Margaret A. Ferreira
    TITLE: Associate Principal
December 14, 2017

Mr. Paul Krueger, P.E. via email: Paul.Krueger@dupageco.org
Chief Highway Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Subject: Environmental Screening Upon Request – Various Locations
Section No. 17-ENVMT-05-EG
Proposal No. 81.PTO161.18

Dear Mr. Krueger:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (Consultant), has been selected to provide Professional Environmental Screening services upon request to DuPage County Division of Transportation (County). The total contract value is a not-to-exceed amount of $90,000.00. Consultant understands that the County will issue work orders under this contract that may include the following professional services:

- Record searches to identify Potentially Impacted Properties (PIPs);
- Site inspections to verify information from record searches;
- Soil sampling and analytical testing;
- Review of results and preparation of CCDD certification forms;
- Waste characterization of contaminated media;
- Environmental inspections at construction sites;
- Preliminary Environmental Site Assessments (PESAs);
- Preliminary Site Investigations (PSIs);
- Additional soil management issues that may arise; and
- Wetland surveys / delineations; cultural surveys; and biological surveys that may arise.

1. **WORK ORDER SCOPE, COST, and SCHEDULE**

Upon each request from the County, Consultant will prepare a work order specific scope of work, budget, and schedule for completion of the requested task(s) for submittal to the County. Consultant anticipates that upon written notification / approval from County of each work order, we will commence with the identified scope adhering to the approved costs and schedule. A fee schedule for H&H is included in Attachment A.

EXHIBIT "A"

Page 1 of 14
2. **SUBCONTRACTORS**

Below we have listed the subcontractors we plan to engage during the contract and have attached their respective rate sheet documentation in Attachment B indicating their unit costs that, if engaged, their invoices will be based upon:

- Environmental Risk Information Services (ERIS) – Database orders, aerial photographs, fire insurance maps for necessary due diligence;
- Environmental Soil Probing (ESP) – Drilling services to collect soil and/or groundwater samples;
- Traffic Services, Inc. (TSI) – Traffic control services when working in right-of-way; and
- First Environmental Laboratories, Inc. (First) – Laboratory analytical services.

3. **CONTRACT TERMS**

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Agreement Between the County of DuPage, Illinois and Huff & Huff, Inc. For Professional Environmental Screening Upon Request – Various Locations – Section No. 17-ENVMT-05-EG.

Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

*Signature on File*

Jeremy J. Reynolds, P.G.
Associate Principal
Attachments

---

**EXHIBIT “A”**

Page 2 of 14
ATTACHMENT A – BACKUP RATE SHEETS/UNIT COSTS H&H

This statement is being furnished to you in the interest of enhancing your understanding of our billing policies and procedures. Each employee is assigned an hourly rate and records his or her time for each project. Each invoice identifies each person that charged time to the project, hours spent and total cost for each individual. All time spent traveling on client business is included in the time charged to a project.

The Project Manager responsible for preparation of your statement reviews the time records before rendering a bill for adjustments in the statement where appropriate in the judgment of the Project Manager. For example: time may be adjusted downward for duplication of effort, for training time beyond the normal adjustments for technical experience already factored into our hourly rates, or in other situations where it would not be fair to charge you for the full time spent on your project.

Listed below is our 2018 Fee Schedule. These rates are adjusted annually, effective March 1 of each year, to reflect changes in salaries, overhead, and the experience of individuals. Overtime is charged at the same hourly rates listed below. PLEASE SEE EXHIBIT C FOR STAFF RATES PRESENTED ON IDOT CECS SHEETS (DLM METHOD) and IDOT BDE 436 FORM FOR TRAVEL AND REPRODUCTION COSTS.

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>$/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Rates</td>
<td>See Exhibit C</td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage</td>
<td>See BDE 436 Form</td>
</tr>
<tr>
<td>Reproduction</td>
<td></td>
</tr>
<tr>
<td>In-house</td>
<td>See BDE 436 Form</td>
</tr>
<tr>
<td>Outside</td>
<td>See BDE 436 Form</td>
</tr>
<tr>
<td>Field Work</td>
<td>$30.00/day/person</td>
</tr>
<tr>
<td>(Includes minor supplies, equipment, work clothes, cleaning, etc.)</td>
<td></td>
</tr>
<tr>
<td>Includes company Cellular phone use – field work &amp; travel days</td>
<td></td>
</tr>
<tr>
<td>Bailers</td>
<td></td>
</tr>
<tr>
<td>Regular</td>
<td>$10.50/each</td>
</tr>
<tr>
<td>Hydra-Sleeve, 1.6&quot;</td>
<td>$19.00/each</td>
</tr>
<tr>
<td>Hydra-Sleeve, 2.0&quot;</td>
<td>$28.00/each</td>
</tr>
<tr>
<td>5035 Method Sets</td>
<td>$13.20/set</td>
</tr>
<tr>
<td>Analytical</td>
<td>See Subconsultant Fee Schedule</td>
</tr>
</tbody>
</table>
## Equipment Rental

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PID Meter</td>
<td>$100/day or $300/week</td>
</tr>
<tr>
<td>pH Meter</td>
<td>$10/day or $25/week</td>
</tr>
<tr>
<td>Jerome Meter</td>
<td>$100/day or $300/week</td>
</tr>
<tr>
<td>Noise Meter</td>
<td>$150/day or $400/week</td>
</tr>
<tr>
<td>D.O. Meter</td>
<td>$25/day or $75/week</td>
</tr>
<tr>
<td>G.P.S. Unit</td>
<td>$100/day or $300/week</td>
</tr>
<tr>
<td>Water Depth Measurer - Deep</td>
<td>$200/day or $600/week</td>
</tr>
<tr>
<td>Misc. Measuring Equipment</td>
<td>$30/day or $90/week</td>
</tr>
<tr>
<td>Peristaltic Pump</td>
<td>$50/day or $150/week</td>
</tr>
<tr>
<td>Infiltration Rings</td>
<td>$50/day or $150/week</td>
</tr>
<tr>
<td>Boat Rental</td>
<td>$75/day or $225/week</td>
</tr>
<tr>
<td>Transducer</td>
<td>$175/use/each</td>
</tr>
<tr>
<td>Pump Test</td>
<td>$500/use</td>
</tr>
<tr>
<td>Fish Shocker</td>
<td>$200/day</td>
</tr>
<tr>
<td>SCUBA Equipment</td>
<td>$100/day</td>
</tr>
<tr>
<td>SOD Chambers</td>
<td>$200/day</td>
</tr>
<tr>
<td>Time Lapse Camera</td>
<td>$10/day or $25/week</td>
</tr>
</tbody>
</table>
ATTACHMENT B – BACKUP SUBCONTRACTOR RATE SHEETS/UNIT COSTS

1) Environmental Risk Information Services (ERIS)
### A LA CARTE OPTIONS

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM/AAI Environmental Database Report (Radius)</td>
<td>$80</td>
</tr>
<tr>
<td>Topographic Maps (per set)</td>
<td>$95</td>
</tr>
<tr>
<td>City Directories (1 Street)</td>
<td>$95</td>
</tr>
<tr>
<td>City Directories (each additional Street)</td>
<td>$20</td>
</tr>
<tr>
<td>Historical Aerial Photos (per set)</td>
<td>$95</td>
</tr>
<tr>
<td>Environmental Lien Search (per PIN) (ELS)</td>
<td>$115</td>
</tr>
<tr>
<td>Historical Chain of Title</td>
<td>$305</td>
</tr>
<tr>
<td>Lien &amp; Title Bundle</td>
<td>$315</td>
</tr>
<tr>
<td>Physical Settings Report (PSR)</td>
<td>$30    with Database Report</td>
</tr>
<tr>
<td>Stand Alone (without)</td>
<td>$90</td>
</tr>
<tr>
<td>Xplorer Map Layering Tool</td>
<td>$25</td>
</tr>
</tbody>
</table>

### PACKAGES

<table>
<thead>
<tr>
<th>Package</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1 - Database Report plus FI Maps</td>
<td>$135</td>
</tr>
<tr>
<td>with FI map coverage</td>
<td>$95</td>
</tr>
<tr>
<td>without FI map coverage</td>
<td>$95</td>
</tr>
<tr>
<td>E2 - Database Report, FI Maps, PSR, Choose 1 (aerials, topos, or CD (1 street))</td>
<td>$220</td>
</tr>
<tr>
<td>E3 - Database Report, FI Maps, PSR, Choose 2 (aerials, topos, or CD (1 street))</td>
<td>$275</td>
</tr>
<tr>
<td>E4 - Database Report, FI Maps, PSR, Includes 3 (aerials, topos, and CD (2 streets))</td>
<td>$300</td>
</tr>
<tr>
<td>E5 - E4 package plus Environmental Lien Search</td>
<td>$410</td>
</tr>
<tr>
<td>E6 - E5 package plus Chain of Title</td>
<td>$605</td>
</tr>
</tbody>
</table>

### CUSTOM CORRIDOR SEARCHES

<table>
<thead>
<tr>
<th>Search</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corridor Database Search up to 3 miles</td>
<td>$150</td>
</tr>
<tr>
<td>Each additional mile</td>
<td>$50</td>
</tr>
<tr>
<td>Aerial Maps for first mile</td>
<td>$95</td>
</tr>
<tr>
<td>Each additional mile</td>
<td>$50</td>
</tr>
<tr>
<td>FI Maps Search Fee</td>
<td>$50</td>
</tr>
<tr>
<td>Coverage for first mile (if there is coverage)</td>
<td>$350</td>
</tr>
<tr>
<td>Each additional mile</td>
<td>$100</td>
</tr>
<tr>
<td>City Directories 1 Street</td>
<td>$95</td>
</tr>
<tr>
<td>Each additional Street</td>
<td>$20</td>
</tr>
<tr>
<td>Topographic Maps for first mile</td>
<td>$150</td>
</tr>
<tr>
<td>Each additional mile</td>
<td>$50</td>
</tr>
<tr>
<td>Physical Setting Report first mile</td>
<td>$30</td>
</tr>
<tr>
<td>Each additional mile</td>
<td>$25</td>
</tr>
<tr>
<td>Xplorer Map Layering Tool</td>
<td>$50</td>
</tr>
<tr>
<td>Xcel Spreadsheet of findings</td>
<td>$200</td>
</tr>
</tbody>
</table>
2) Environmental Soil Probing (ESP)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNITS</th>
<th>UNIT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization/Demobilization (Direct-Push Rig)</td>
<td>$/mile</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>Direct-Push Drill Rig</td>
<td>$/day</td>
<td>$1,375.00</td>
</tr>
<tr>
<td></td>
<td>$/half day (4 hrs or less)</td>
<td>$900.00</td>
</tr>
<tr>
<td>Direct-Push Drill Rig ATV Surcharge</td>
<td>$/day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$/half day (4 hrs or less)</td>
<td></td>
</tr>
<tr>
<td>Mobilization/Demobilization (Auger Rig)</td>
<td>$/mile</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>Auger Rig</td>
<td>$/day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$/half day (4 hrs or less)</td>
<td></td>
</tr>
<tr>
<td>Soil Boring Hole Backfill</td>
<td>$/LF</td>
<td>$1.00</td>
</tr>
<tr>
<td>Groundwater Sample Collection</td>
<td>$/sample</td>
<td>$70.00</td>
</tr>
<tr>
<td>In-Line Filter</td>
<td>$/each</td>
<td></td>
</tr>
<tr>
<td>Geoprobe Macropore Sample Liners</td>
<td>$/each</td>
<td>$6.00</td>
</tr>
<tr>
<td>4'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flush Mount 2x2 Concrete Pad</td>
<td>$/each</td>
<td>$6.00</td>
</tr>
<tr>
<td>Grouting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.25&quot; HSA Holes</td>
<td>$/LF</td>
<td></td>
</tr>
<tr>
<td>6.5&quot; HSA Holes</td>
<td>$/LF</td>
<td></td>
</tr>
<tr>
<td>4&quot; Rotary Holes</td>
<td>$/LF</td>
<td></td>
</tr>
<tr>
<td>6&quot; Rotary Holes</td>
<td>$/LF</td>
<td></td>
</tr>
<tr>
<td>Service Description</td>
<td>Rate</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>4&quot; PVC w/ Geogrobe</td>
<td>$/LF</td>
<td>$5.25</td>
</tr>
<tr>
<td>2&quot; PVC w/ 4.25&quot; Hollow Stem Auger</td>
<td>$/LF</td>
<td>$25.00</td>
</tr>
<tr>
<td>4&quot; PVC w/ 6.25&quot; Hollow Stem Auger</td>
<td>$/LF</td>
<td>$25.00</td>
</tr>
<tr>
<td>Monitoring Well Monument (locking)</td>
<td>$/each</td>
<td>$150.00</td>
</tr>
<tr>
<td>Threaded Plug</td>
<td>$/each</td>
<td>$20.00</td>
</tr>
<tr>
<td>Expandable Locking Caps</td>
<td>$/each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Standby Time</td>
<td>$/hour</td>
<td>Job Specific</td>
</tr>
<tr>
<td>Private Utility Locate (w/ pre-approval from IDOT)</td>
<td>Job Specific</td>
<td></td>
</tr>
<tr>
<td>Par-Diem</td>
<td>State Rate Max.</td>
<td>State Rate Max.</td>
</tr>
<tr>
<td>Decontamination</td>
<td>Lump Sum</td>
<td>$300.00</td>
</tr>
<tr>
<td>Soil Gas Screen</td>
<td>1 up to 9'</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**FOOTNOTE:** Please include standard and special terms and conditions, minimum charges, limitations, etc. The driller will be expected to perform surface restoration which may include asphalt and concrete surfaces. This cost is considered a cost of doing business and should be factored into the unit rates quoted above.

**Signature on File**

[Signature]

[Date]

[Printed Name & Title]
3) Traffic Services, Inc. (TSI)
Dupage County Contract
17-ENVMT-05-EG

Barricades Daily Rental Rates:

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type I</td>
<td>$0.42</td>
</tr>
<tr>
<td>Type I w/Flasher</td>
<td>$0.54</td>
</tr>
<tr>
<td>Type I (ext leg) w/Flasher</td>
<td>$0.77</td>
</tr>
<tr>
<td>Vercade w/Stead Burn</td>
<td>$1.75</td>
</tr>
<tr>
<td>Type III w/o Lights</td>
<td>$1.85</td>
</tr>
<tr>
<td>Type III w/2 Flashers</td>
<td>$2.75</td>
</tr>
<tr>
<td>Type III w/2 Flashers &amp; 1 sign</td>
<td>$3.25</td>
</tr>
<tr>
<td>Type III w/2 Flashers &amp; 2 signs</td>
<td>$3.75</td>
</tr>
<tr>
<td>Barrels w/ Tires &amp; SteadyBurn</td>
<td>$1.50</td>
</tr>
</tbody>
</table>

Construction Sign Daily Rental Rates:

<table>
<thead>
<tr>
<th>Sign</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluorescent Orange Sign &amp; Stand</td>
<td>$3.00</td>
</tr>
<tr>
<td>Fluorescent Orange Sign &amp; Stand w/ Flasher</td>
<td>$3.85</td>
</tr>
</tbody>
</table>

Miscellaneous Equipment Daily Rental Rate:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arrowboard</td>
<td>$40.00</td>
</tr>
<tr>
<td>Messageboard</td>
<td>DAILY RATE</td>
</tr>
<tr>
<td>Sandbags</td>
<td>$0.10</td>
</tr>
<tr>
<td>Cones (Lost Cones will be billed at sale price)</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

Labor Rates:

<table>
<thead>
<tr>
<th>Delivery or Pickup Charge (stacked in one location)</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mon-Fri 8:00 am - 4:00 pm</td>
<td>$40.00</td>
</tr>
<tr>
<td>Mon-Fri before 8:00 am after 4:00 pm</td>
<td>$70.00</td>
</tr>
<tr>
<td>Saturday &amp; Sunday</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

Setting up equipment subject to hourly labor rate:

<table>
<thead>
<tr>
<th>TSW &amp; Attenuator Truck Rate per hour</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flagger per Hour</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

**Rates are calculated port to port**
4) First Environmental Laboratories, Inc. (First)
<table>
<thead>
<tr>
<th>INORGANICS</th>
<th>PRICE / SAMPLE</th>
<th>METALS</th>
<th>PRICE / SAMPLE</th>
<th>ORGANICS</th>
<th>PRICE / SAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acidity</td>
<td>$12.60</td>
<td>Sample Preparation</td>
<td>$12.60</td>
<td>Volatiles</td>
<td>$126.00</td>
</tr>
<tr>
<td>Alkalinity, Total or Bicarb</td>
<td>$12.60</td>
<td>Single Element</td>
<td>$12.60</td>
<td>BTEX</td>
<td>$42.00</td>
</tr>
<tr>
<td>Ammonia, N</td>
<td>$21.00</td>
<td>Each Additional Element</td>
<td>$12.60</td>
<td>BTEX/MTBE</td>
<td>$63.00</td>
</tr>
<tr>
<td>Ash</td>
<td>$16.80</td>
<td>Al, Sb, As, Ba, Be, B, Cd, Ca</td>
<td></td>
<td>5035 Sampling Kits</td>
<td>$12.00</td>
</tr>
<tr>
<td>Bicarbonate</td>
<td>$12.60</td>
<td>Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo</td>
<td></td>
<td>SVOCs</td>
<td>$210.00</td>
</tr>
<tr>
<td>BOD</td>
<td>$21.00</td>
<td>Ni, K, Se, Ag, Na, Ti, Sn</td>
<td></td>
<td>PNAAs by GC/MS</td>
<td>$105.00</td>
</tr>
<tr>
<td>Bromide</td>
<td>$35.00</td>
<td>Ti, V, Zn</td>
<td></td>
<td>SVOC+PNAAs in Water</td>
<td>$262.50</td>
</tr>
<tr>
<td>BS &amp; W</td>
<td>$18.80</td>
<td>Chromium, hexvalent (water)</td>
<td>$16.80</td>
<td>Pesticides by GC/MS</td>
<td>$105.00</td>
</tr>
<tr>
<td>CEC</td>
<td>$52.50</td>
<td>Chromium, hexvalent (soil)</td>
<td>$33.60</td>
<td>EDB / DBCP</td>
<td>$70.00</td>
</tr>
<tr>
<td>COD</td>
<td>$21.00</td>
<td>Ferrous Iron</td>
<td>$16.80</td>
<td>Herbicides</td>
<td>$196.00</td>
</tr>
<tr>
<td>Chloride</td>
<td>$12.60</td>
<td>Lithium (water)</td>
<td>$42.00</td>
<td>Aldicarb &amp; Carbosulfan</td>
<td>$140.00</td>
</tr>
<tr>
<td>Chlorine</td>
<td>$16.80</td>
<td>Lithium (soil)</td>
<td>$63.00</td>
<td>Endothall</td>
<td>$140.00</td>
</tr>
<tr>
<td>Coliform, Fecal or Total</td>
<td>$28.00</td>
<td>Total RCRA (8) Metals</td>
<td>$88.20</td>
<td>Pentachlorophenol</td>
<td>$140.00</td>
</tr>
<tr>
<td>Color</td>
<td>$12.60</td>
<td>Mercury</td>
<td>$25.20</td>
<td>Glycols</td>
<td>$157.50</td>
</tr>
<tr>
<td>Conductivity</td>
<td>$12.80</td>
<td>Silica</td>
<td>$16.80</td>
<td>F-Listed Alcohols</td>
<td>$105.00</td>
</tr>
<tr>
<td>Cyanide, Total</td>
<td>$25.20</td>
<td>Strontium (water)</td>
<td>$16.80</td>
<td>Mineral Spirits</td>
<td>$70.00</td>
</tr>
<tr>
<td>Density, Liquid</td>
<td>$12.80</td>
<td></td>
<td></td>
<td>PCBs</td>
<td>$84.00</td>
</tr>
<tr>
<td>Dissolved Oxygen</td>
<td>$8.40</td>
<td></td>
<td></td>
<td>PCBs in Oil</td>
<td>$63.00</td>
</tr>
<tr>
<td>Fluoride</td>
<td>$16.80</td>
<td>SDWA Metals</td>
<td>$88.20</td>
<td>Pesticides / PCBs</td>
<td>$126.00</td>
</tr>
<tr>
<td>Hardness, Total</td>
<td>$12.60</td>
<td>SDWA Lead</td>
<td>$16.80</td>
<td>TPH (GC)</td>
<td>$70.00</td>
</tr>
<tr>
<td>MBAS</td>
<td>$63.00</td>
<td>Priority Pollutant Metals (13)</td>
<td>$130.20</td>
<td>RCRA ANALYSES</td>
<td></td>
</tr>
<tr>
<td>Nitrate</td>
<td>$16.80</td>
<td>TCL or HSL Metals (23)</td>
<td>$214.20</td>
<td>Ignitability (Flash Point)</td>
<td>$25.20</td>
</tr>
<tr>
<td>Nitrate + Nitrite</td>
<td>$16.80</td>
<td>Total RCRA (8) Metals</td>
<td>$88.20</td>
<td>Corrosivity (pH)</td>
<td>$8.40</td>
</tr>
<tr>
<td>Nitrite</td>
<td>$16.80</td>
<td>TCLP Lead</td>
<td>$70.00</td>
<td>Reactivity (CN and Sulfide)</td>
<td>$50.40</td>
</tr>
<tr>
<td>Nitrogen, Total (Kjeldahl)</td>
<td>$33.60</td>
<td></td>
<td></td>
<td>Sulphide or Cyanide, Reactive</td>
<td>$25.20</td>
</tr>
<tr>
<td>Oil &amp; Grease, Aqueous</td>
<td>$29.40</td>
<td></td>
<td></td>
<td>ZHE Preparation</td>
<td>$105.00</td>
</tr>
<tr>
<td>O&amp;G, Polar/Non-Polar</td>
<td>$42.00</td>
<td>Soluble Chloride</td>
<td>$25.20</td>
<td>TCLP Volatiles</td>
<td>$126.00</td>
</tr>
<tr>
<td>Orthophosphate</td>
<td>$16.80</td>
<td>Soluble Sulfate</td>
<td>$29.40</td>
<td>TCLP or SLP Volatiles</td>
<td>$70.00</td>
</tr>
<tr>
<td>pH (aqueous)</td>
<td>$8.40</td>
<td>Soluble Nitrate</td>
<td>$29.40</td>
<td>TCLP Semi-Volatiles</td>
<td>$210.00</td>
</tr>
<tr>
<td>Phenols</td>
<td>$25.20</td>
<td>ASTM D3987 Prep</td>
<td>$70.00</td>
<td>TCLP Pesticides</td>
<td>$84.00</td>
</tr>
<tr>
<td>Phosphorus, Total</td>
<td>$21.00</td>
<td>Coliform, Fecal (soil)</td>
<td>$56.00</td>
<td>TCLP Herbicides</td>
<td>$196.00</td>
</tr>
<tr>
<td>Solids, Dissolved (TDS)</td>
<td>$12.60</td>
<td>EOX</td>
<td>$105.00</td>
<td>TCLP Metals</td>
<td>$88.20</td>
</tr>
<tr>
<td>Solids, Suspended (TSS)</td>
<td>$12.60</td>
<td>Fractional Organic Carbon</td>
<td>$25.20</td>
<td>F-Code Solvent Scan</td>
<td>$441.00</td>
</tr>
<tr>
<td>Solids, Total</td>
<td>$12.90</td>
<td>Oil &amp; Grease, Nonaqueous</td>
<td>$42.00</td>
<td>R-Code</td>
<td>$754.60</td>
</tr>
<tr>
<td>Solids, Total Settleable</td>
<td>$12.60</td>
<td>Paint Filter Test</td>
<td>$12.60</td>
<td>LN Panel</td>
<td>$183.40</td>
</tr>
<tr>
<td>Solids, Total Volatile</td>
<td>$16.80</td>
<td>pH, soil (1:1 Water Extract)</td>
<td>$18.80</td>
<td>Total Org Halogen (TOX)</td>
<td>$84.00</td>
</tr>
<tr>
<td>Sulfate</td>
<td>$16.80</td>
<td></td>
<td></td>
<td>NPDES</td>
<td></td>
</tr>
<tr>
<td>Sulfide, Total</td>
<td>$16.80</td>
<td></td>
<td></td>
<td>Priority Pollutant Volatiles</td>
<td>$126.00</td>
</tr>
<tr>
<td>TOC</td>
<td>$25.20</td>
<td>Radium 226/228</td>
<td>$245.00</td>
<td>P Pollut Acids/Base Neutrals</td>
<td>$210.00</td>
</tr>
<tr>
<td>TOX</td>
<td>$84.00</td>
<td>Gross Alpha + Beta</td>
<td>$140.00</td>
<td>P Pollutant Pest/PCBs</td>
<td>$126.00</td>
</tr>
<tr>
<td>Turbidity</td>
<td>$12.80</td>
<td>Strontium 90</td>
<td>$175.00</td>
<td>Priority Pollutant Metals</td>
<td>$130.20</td>
</tr>
<tr>
<td>Volatile Fatty Acids</td>
<td>$70.00</td>
<td>Trinit</td>
<td>$84.00</td>
<td>Cyanide and Phenol</td>
<td>$50.40</td>
</tr>
</tbody>
</table>

Discounts are available based upon sample volume. Routine turnaround is 5 to 7 working days. Please contact the laboratory to confirm pricing.
EXHIBIT B

(This page intentionally left blank)
### DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

**CONSULTANT:** Huff & Huff, Inc.
**PROJECT:** 17-ENVMT-05-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Associate Principal I</td>
<td>$50.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Senior Geotechnical Consultant</td>
<td>$40.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$50.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Senior Geologist PM</td>
<td>$40.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Geologist PM</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Senior PM III</td>
<td>$45.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior PM II</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior Landscape Architect</td>
<td>$45.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Senior Planning PM</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Senior Technical Specialist</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Senior Scientist PM I</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Senior Scientist PM II</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior Technical Scientist</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior CADD Specialist</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Scientist PM</td>
<td>$40.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Engineer PM II</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Engineer PM I</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Planning PM</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Architect PM</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Assistant PM Engineer II</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Assistant PM Engineer I</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Assistant PM Scientist</td>
<td>$25.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Scientist E1</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Administrative Managers</td>
<td>$35.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>$25.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>$15.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$10.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

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

**Signature on File**

**Date:** 11/29/17

---

**Type Name:**

**Approved By COUNTY:**

**Page 1 of 2**

---

**Signature on File**

**Date:** 12/20/17
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.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE 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>$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>Air Fare</td>
<td>Coach fare, 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>$0.00</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>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Diversitaries/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 Diversitaries/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>$0.00</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>Photos 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/Rendarings &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>$0.00</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>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Exploratory Trenching</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>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></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></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>See Additional Fee Schedule for specific Items</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</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

$0.00
### Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Huff &amp; Huff, Inc.</th>
<th>Company Contact: Margaret Panatera</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-684-9100</td>
<td>Contact Email: <a href="mailto:margaret.panatera@gza.com">margaret.panatera@gza.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts or 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**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Margaret Panatera</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>District Office Manager / Associate Principal</td>
</tr>
<tr>
<td>Date</td>
<td>Nov 28, 2017</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND MARGESE AND SONS, INC.
PROFESSIONAL SURVEYING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION, PUBLIC WORKS
AND FACILITIES MANAGEMENT
SECTION 17-RSURV-05-EG
(CONTRACT TOTAL NOT TO EXCEED $90,000.00)

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 Surveying Services, as needed for the Division of Transportation, Public Works and Facilities Management, Section 17-RSURV-05-EG; and

WHEREAS, Marchese and Sons, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Surveying Services, and is willing to perform the required services for an amount not to exceed $90,000.00; 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 Marchese and Sons, Inc. be hereby accepted and approved for a contract total not to exceed $90,000.00 (Division of Transportation - $75,000.00 /Public Works - $7,500.00 /Facilities Management - $7,500.00) 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 Marchese and Sons, Inc., 10 Monaco Drive, Roselle, Illinois 60172, by and through the Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

DT-P-0013-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>THROUGH 11/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$90,000.00</td>
</tr>
</tbody>
</table>

REQUESTING DEPT. TRANSPORTATION COMMITTEE

SOLICITATION METHOD FOR SOURCE SELECTION

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

Eva Hitchcock Completed 12/18/2017 7:24 AM
Christopher Snyder Completed 12/18/2017 1:50 PM
Laura Grobe Completed 12/19/2017 9:12 AM
Tim Harbaugh Completed 12/19/2017 9:58 AM
Angela Bendinelli Completed 12/20/2017 12:57 PM
Nick Kottmeyer Completed 12/20/2017 1:03 PM
Kathy Ostrowski Completed 12/20/2017 1:08 PM
Debby Thompson Skipped 12/20/2017 1:10 PM
James McGuire Completed 12/20/2017 2:00 PM
Paul Rafac Completed 12/27/2017 2:36 PM
Tom Cuculich Completed 12/27/2017 3:22 PM
Kathy Ostrowski Completed 12/28/2017 2:39 PM
Public Works Committee Pending 01/02/2018 9:15 AM
Transportation Committee Pending 01/02/2018 10:00 AM
Finance Committee Pending 01/09/2018 8:00 AM
County Board Pending 01/09/2018 10:00 AM
## Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- Vendor: Marchese and Sons, Inc.
- Address: 10 Monaco Drive, Roselle, IL 60172
- Phone: 630-894-5680

**Send Invoices To:**
- Dept: Division of Transportation
- Address: 421 N. County Farm Road, Wheaton, IL 60187
- Phone: 6900

**Send Payments To:**
- Vendor: Marchese and Sons, Inc.
- Address: 10 Monaco Drive, Roselle, IL 60172
- Phone: 630-894-5680

**Ship To:**
- Shipper: Marchese and Sons, Inc.
- Address: 421 N. County Farm Road, Wheaton, IL 60187
- Phone: 6900

<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>Extensis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>DOT-Professional Surveying Services</td>
<td>DOT-Professional Surveying Services</td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td></td>
<td></td>
<td>75,000.00</td>
<td>75,00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>PW - Professional Surveying Services</td>
<td>PW - Professional Surveying Services</td>
<td>2000</td>
<td>2555</td>
<td>53010</td>
<td></td>
<td></td>
<td>7,500.00</td>
<td>7,50</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>FM - Professional Surveying Services</td>
<td>FM - Professional Surveying Services</td>
<td>1000</td>
<td>1100</td>
<td>53010</td>
<td></td>
<td></td>
<td>7,500.00</td>
<td>7,50</td>
</tr>
</tbody>
</table>

**Requisition Total:** $90,000

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

Professional Surveying Services Upon Request, 17-RSURV-05-EG

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

Last Invoice Date 11/30/20

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

- DT-P-0013-18
- Public Works - 01/02/18
- Transportation - 01/02/18
- County Board - 01/09/18

---

**DO NOT SEND P.O.**

**DOT ONLY**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Vendor:** Marchese and Sons, Inc.  
**Vendor #:**  
**Contract Term:** Through 11/30/19  
**Contract Total:** $90,000.00  
**Dept:** Division of Transportation  
**Contact:** Paul Krueger  
**Phone:** 6900  
**Assigned**  
**Committee:** Public Works

**Description of Procurement/Scope of Work/Background:** Professional Surveying Services, as needed for the Division of Transportation ($75,000), Public Works ($7,500) and Facilities Management ($7,500).

**Reason for Procurement:** See attached decision memo

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-54040/2000-2555-53010/1000-1100-53010
- [ ] Budget Transfer (Date) __________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO# __________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER SS 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)
- [x] 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>EMH</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVIEWED BY (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
## 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: Marchese &amp; Sons, 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 Division of Transportation (DOT) is in need of professional surveying services, as needed for various projects on our County Highway System as well as campus and Public Works property.

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

As noted above, the DOT periodically requires the services of a consultant to perform roadway surveys on small projects for various locations on our County Highway System.

### Strategic Impact

| ACT Initiative | 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 survey work on various small projects, it is more cost effective to hire one firm under one contract. By combining the various small survey projects under one contract, staff will not have to negotiate, manage and track multiple survey contracts for multiple projects. This contract will be a shared contract between Facilities Management, Public Works and the DOT.

### 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. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Marchese & Sons, Inc. is qualified and has the staff available to perform the work on behalf of the County.

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

The DOT does not have the capability to perform complete roadway surveys with our in-house staff. It is the opinion of staff working with a number of different firms on very minor projects would be time consuming and waste staff time unnecessarily. The DOT staff considered the capabilities of several firms pre-qualified by IDOT for this work and it is our recommendation that a contract be awarded to Marchese and Sons, Inc. based upon the qualifications of their staff. The DOT would manage the contract and provide direction to the consultant concerning surveying needs.

### 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.

- **Division of Transportation fiscal impact:** FY18 - $75,000.00
- **Facilities Management fiscal impact:** FY18 - $7,500.00
- **Public Works fiscal impact:** FY18 - $7,500.00
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND MARCHESE AND SONS, INC.
FOR PROFESSIONAL SURVEYING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 17-RSURV-05-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ________ day of __________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Marchese and Sons, Inc., licensed to do business in the State of Illinois, with offices at 10 Monaco Drive, Roselle, Illinois 60172; (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 seg.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seg.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional surveying services upon request for various projects/various locations, Section No. 17-RSURV-05-EG (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional surveying services and is willing to perform the required services upon request for a total amount not to exceed $90,000.00; 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 Survey services as referenced in Exhibit A attached hereto and incorporated herein 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 shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. 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 any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). 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 and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 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") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with Work Order(s) described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in
according with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 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 the Scope of work for the COUNTY.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). 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 each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) 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 $90,000.00. 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 based on individual approved Work Order(s) with a not to exceed amount as noted in the Work Order. 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 for any additions to classifications listed on Exhibit C approved by the COUNTY. 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. Approved Work Order(s) may include additional approved direct expenses not included herein. 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. 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. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Separate invoices shall be submitted for each approved Work Order and each invoice shall 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/-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 November 30, 2019, 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 November 30, 2019.

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:

Marchese and Sons, Inc.
10 Monaco Drive
Roselle, IL  60172
ATTN:  Paul N. Marchese, PLS
        CEO - Secretary and Treasurer
Phone:  630.894.5680
Facsimile:  630.894.8869
Email:  pnm@marchese-sons.com

DuPage County Division of Transportation
421 N. County Farm Road
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, workouts, 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 Work Order(s) 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 in approved Work Orders 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 approved Work Orders.

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

COUNTY OF DUPAGE

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

ATTEST BY: ____________________________
Paul Hinds, County Clerk

MARCHESI AND SONS, INC.

Signature on File

BY: ____________________________
NAME: Dominic J. Marchese
TITLE: President

ATTEST BY: ____________________________
NAME: Paul N. Marchese
TITLE: Secretary & Treasurer

Marchese and Sons PSA – 17-RSURV-05-EG
December 7, 2017

Mr. Paul Krueger  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

Re: Scope of Services for DuPage County Division of Transportation  
Various Survey Services  
Section Number: 17-RSURV-05-EG

Dear Mr. Krueger:

We are pleased to submit this scope of services for professional land surveying services to the DuPage County Division of Transportation.

1. Establish control points with horizontal coordinates and elevation for project use. NAD 83 Illinois State Plane East coordinate system and NAVD88 vertical datum will be referenced unless specified otherwise by client.

2. Monumentation will be field located and analyzed to determine boundaries and right of ways.

3. Research at the DuPage County Recorder's Office for tax maps, deeds, plats and section corner monument records if requested by client.

4. Monumentation will be set at property corners and changes in alignment for boundaries and right of ways.

5. Ground elevations will be located at approximately 60' intervals and will include all visible high points and low points.

6. Field locations of existing above-ground structures, features, visible utilities and visible utility markings will be located.

7. Field located sanitary, valve vaults and storm structures will include rim elevations, rim to invert/top of pipe measurement downs, pipe size, pipe material and pipe direction where accessible.

8. Perimeter tree lines will be located in areas of dense trees or overgrowth, otherwise, trees 6" and greater will be located.

9. Topographic Surveys will be created based upon field located information and will include contours at 1 foot intervals as generated with DTM.

10. Electronic files will be submitted as final deliverables including CAD files in MicroStation format, .pdf file of surveys and .pdf files of field sketches/notes and tin file of existing DTM.

11. Plat of surveys will be prepared based upon analysis of found monumentation and existing records supplied.

12. Plats of dedications and plats of easements will be prepared as directed by client.

13. Ground elevation shots will go beyond the existing R.O.W. in order to establish drainage patterns. The distance beyond the R.O.W. will be determined for each individual work order.

We look forward to providing Professional Land Survey Services for DuPage County Division of Transportation.

Respectfully,
Marchese and Sons, Inc.

Signature on File

Paul N. Marchese, PLS

pnm@marc#hese-sons.com  
10 Monroe Drive  
Roselle, Illinois 60172

EXHIBIT "A"  
Page 1 of 1
EXHIBIT B

(This page left intentionally blank)
## EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

**CONSULTANT:** Marchese and Sons, Inc.
**PROJECT:** Various Survey Services – Section 17-RSURV-05-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Principal</td>
<td>$45.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$40.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Surveyor in Training</td>
<td>$30.00</td>
<td>$45.55</td>
</tr>
<tr>
<td>Crew Chief</td>
<td>$20.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Surveyors Assistant</td>
<td>$18.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$25.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Accounting</td>
<td>$25.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$18.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$25.00</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent
for CONSULTANT:  
**Signature on File**  
Date: December 5, 2017  

Approved By COUNTY:  
**Signature on File**  
Date: 12/28/17  

Page 1 of 2
Exhibit C Notes

1. The Classification represents a position within the Consultants 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.
<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>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>$0.00</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>$65.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $65/day)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Milears (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/Milears (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>$0.00</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>CAAD</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/Renditions &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>Courtroom Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Water Cleaning and Testing</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>$0.00</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>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Exploratory Trenching</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>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></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></td>
<td></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>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $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
Required Vendor Ethics Disclosure Statement  
Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Dec 5, 2017
Bid/Contract/PO #: 17-RSURV-05-EG

Company Name: Marchese and Sons, Inc.
Company Contact: Paul N. Marchese
Contact Phone: (630) 894-5680
Contact Email: pmn@marchese-sons.com

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

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

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

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

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name: Paul N. Marchese
Title: CEO - Secretary & Treasurer
Date: Dec 5, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR CH 55/GREAT WESTERN TRAIL
(FROM SASSAFRAS DRIVE TO PRINCE CROSSING ROAD)
SECTION 15-00275-00-BT
(ESTIMATED COUNTY COST $87,632.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic, desire to improve CH 55/Great Western Trail from Sassafras Drive to Prince Crossing Road, Section 15-00275-00-BT (hereinafter referred to as the IMPROVEMENT); and

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

WHEREAS, a Local Public Agency Agreement for Federal Participation (hereinafter referred to as AGREEMENT) has been prepared and is attached hereto, which outlines the financial responsibilities of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the IMPROVEMENT, with an estimated total cost of construction of $350,526.00, of which up to $262,894.00 to be funded by the STATE, resulting in an estimated total cost of construction to the COUNTY of $87,632.00; and

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

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

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 above referenced AGREEMENT with the STATE; and

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

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

___________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name: Great Western Trail (CH 55)  
Route: N/A  
Length: 1.13 mi.

Termini: Sasasfras Drive to Prince Crossing Road

**Current Jurisdiction**  
LPA/STATE  
TIP Number: 08-15-0006  
Existing Structure No: N/A

**Project Description**

Bike/pedestrian multi-use path

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STU</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>262,894</td>
<td>(     )</td>
<td>87,632</td>
<td>(   )</td>
<td>350,526</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Railroads</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td>(     )</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$262,894</td>
<td>$</td>
<td>$87,632</td>
<td>$</td>
<td>$350,526</td>
</tr>
</tbody>
</table>

*Maximum FHWA(STU) participation 75% not to exceed $262,894.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-lot contracts only).

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation)  
METHOD B--- Monthly Payments of __________ due by the __________ of each successive month.  
METHOD C---LPA's Share Balance __________ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrears from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
6.M.a

(Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62704. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.

And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

To regulate parking and traffic in accordance with the approved project report.

To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLSR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAMIF1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website:

THE STATE AGREES:

1. To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

2. (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

4. (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

3. This Agreement shall be binding upon the parties, their successors and assigns.

4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to comply with its approved program, the STATE 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. 3701 et seq.). In the event of a USDOT-approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

---

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map Number 2 - LPA Appropriation Resolution Number 3 - Shared Use Path Maintenance

(Insert Addendum numbers and titles as applicable)

---

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Daniel J. Cronin

Name of Official (Print or Type Name)

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency's TIN number is 36-6008551 conducting business as a Governmental Entity.

DUNS Number 135836026

APPROVED

State of Illinois

Department of Transportation

Randall S. Blankenorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Phil Kaufmann, Acting Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Great Western Trail Extension - Project Map

- IL 59 Underpass Needs graffiti clean
- Proposed GWT Extension On existing rail bed
- Connection to existing path built by West Chicago. It connects to IPP Geneva Spur & downtown West Chicago.
ADDENDUM #3
An addendum to the Local Agency Agreement
DuPage County
Great Western Trail (CH55): Sassafras Drive to Prince Crossing Road
Section No.: 15-00275-00-BT
Project No.: JYHN(107)
Job No.: C-91-372-15

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

7. The LPA agrees to assume responsibility for the administration, control, reconstruction and maintenance of the shared use path. The LPA further agrees to the extent permitted by law, to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the shared use path.

If, in the future, the STATE adopts a roadway or traffic signal improvement on Illinois Route 59 which requires modification, relocation or reconstruction to said shared use path, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE’s proposed improvement.
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0249-17 on May 9, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0249-17 to Plote Construction, Inc. for the 2017 Winfield Township Road Resurfacing Program, Section 17-08000-01-GM; and

WHEREAS, the current contract total amount is $324,442.36; and

WHEREAS, Plote 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 $42,908.06, resulting in a final County cost of $281,534.30, a decrease of 13.23%.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0210-17 on April 11, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0210-17 to Plote Construction, Inc. for the 2017 Pavement Maintenance (North) Program, Section 17-PVMTC-07-GM; and

WHEREAS, the current contract total amount is $1,642,863.84; and

WHEREAS, Plote 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 $748.68, resulting in a final County cost of $1,642,115.16, a decrease of 0.05%.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0211-17 on April 11, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0211-17 to K-Five Construction Corporation for the 2017 Pavement Maintenance (South) Program, Section 17-PVMTC-08-GM; and

WHEREAS, the current contract total amount is $3,815,996.67; and

WHEREAS, K-Five Construction Corporation 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 $27,787.23, resulting in a final County cost of $3,788,209.44, a decrease of 0.73%.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-0023-11 which authorized the execution of an Intergovernmental Agreement between the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) for improvements along Illinois 56/Butterfield Road, from Weisbrook Road/Herrick Road to Naperville Road, Section 10-00223-06-TL (hereinafter referred to as PROJECT); and

WHEREAS, all work under the PROJECT has been completed and Resolution DT-0023A-11 was approved by the DuPage County Board to decrease and close the agreement between the COUNTY and the STATE; and

WHEREAS, after a final accounting of PROJECT costs, it was determined that there were unpaid remaining costs associated with the PROJECT; and

WHEREAS, the COUNTY is in receipt of a final invoice from the STATE in the amount of $27,160.37 for work performed under the PROJECT; and

WHEREAS, the DuPage County Board believes that it is in the best interest of the COUNTY to rescind the original first amendment approved per Resolution DT-0023A-11 and replace with Resolution DT-0023B-11 to reflect the final accounting of the COUNTY’s share of PROJECT costs.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Resolution DT-0023A-11 is hereby rescinded and replaced with Resolution DT-0023B-11, decreasing the PROJECT funding in the amount of $21,268.90, resulting in a final COUNTY cost of $91,431.10, a decrease of 18.87%.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-0022-11 which authorized the execution of an Intergovernmental Agreement between the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) for improvements along Illinois 59/Butterfield Road, from west of Illinois 59 to east of CH 13/Winfield Road, Section 10-00223-06-TL (hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the Division of Transportation is $32,200.00; and

WHEREAS, a contract was awarded by the STATE for the PROJECT and the work has been completed and there are allocated and unexpended COUNTY funds remaining under the above referenced Agreement; and

WHEREAS, it is in the best interest of the COUNTY to de-obligate the funds obligated per the above referenced Resolution, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the funds obligated per the Agreement between the COUNTY and the STATE for the PROJECT are hereby decreased in the amount of $96.53, resulting in a final COUNTY cost of $32,103.47, a decrease of 0.30%.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ALTERATION OF SPEED LIMIT
FROM STATUTORY TO 35 MPH
CH 60/NORTH THORNDALE AVENUE
FROM PROSPECT AVENUE TO ARLINGTON HEIGHTS ROAD

WHEREAS, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along CH 60/North Thorndale Avenue, from Prospect Avenue to Arlington Heights Road; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper on this section of North Thorndale Avenue, as noted in the following Schedule, for which the DuPage County Division of Transportation has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (MPH)</th>
<th>PROPOSED SPEED LIMIT (MPH)</th>
<th>EXISTING SPEED LIMIT (MPH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Thorndale Ave.</td>
<td>Prospect Ave.</td>
<td>Arlington Heights Rd.</td>
<td>1462'</td>
<td>35</td>
<td>40</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced section of North Thorndale Avenue shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward one (1) certified copy of this Ordinance to the DuPage County Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

______________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________________________
PAUL HINDS, COUNTY CLERK
Ordinance

DT-O-0006-18

ALTERATION OF SPEED LIMIT
FROM STATUTORY TO 35 MPH
CH 60/NORTH THORNDALE AVENUE
FROM SUPREME DRIVE TO MITTEL BOULEVARD

WHEREAS, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along CH 60/North Thorndale Avenue, from Supreme Drive to Mittel Boulevard; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper on this section of North Thorndale Avenue, as noted in the following Schedule, for which the DuPage County Division of Transportation has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (MPH)</th>
<th>PROPOSED SPEED LIMIT (MPH)</th>
<th>EXISTING SPEED LIMIT (MPH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Thorndale Ave.</td>
<td>Supreme Drive</td>
<td>Mittel Blvd.</td>
<td>9420'</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced section of North Thorndale Avenue shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward one (1) certified copy of this Ordinance to the DuPage County Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________
PAUL HINDS, COUNTY CLERK
ALTERATION OF SPEED LIMIT
FROM STATUTORY TO 35 MPH
CH 61/SOUTH THORNADE AVENUE
FROM ARLINGTON HEIGHTS ROAD TO PROSPECT AVENUE

WHEREAS, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along CH 61/South Thorndale Avenue, from Arlington Heights Road to Prospect Avenue; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper on this section of South Thorndale Avenue, as noted in the following Schedule, for which the DuPage County Division of Transportation has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH</th>
<th>PROPOSED SPEED LIMIT</th>
<th>EXISTING SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Thorndale Avenue</td>
<td>Arlington Heights Road</td>
<td>Prospect Avenue</td>
<td>1600'</td>
<td>35</td>
<td>40</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced section of South Thorndale Avenue shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward one (1) certified copy of this Ordinance to the DuPage County Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Alteration of Speed Limit
From Statutory to 35 MPH
CH 61/South Thorndale Avenue
From Mittel Boulevard to Supreme Drive

WHEREAS, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along CH 61/South Thorndale Avenue, from Mittel Boulevard to Supreme Drive; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper on this section of South Thorndale Avenue, as noted in the following Schedule, for which the DuPage County Division of Transportation has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (Miles)</th>
<th>PROPOSED LIMIT (MPH)</th>
<th>EXISTING LIMIT (MPH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Thorndale Avenue</td>
<td>Mittel Boulevard</td>
<td>Supreme Drive</td>
<td>9108'</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced section of South Thorndale Avenue shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward one (1) certified copy of this Ordinance to the DuPage County Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK
Ordinance

DT-O-0009-18

ALTERATION OF SPEED LIMIT
FROM STATUTORY TO 35 MPH
CH 61/SOUTH THORNDALE AVENUE
FROM SUPREME DRIVE TO YORK ROAD

WHEREAS, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along CH 61/South Thorndale Avenue, from Supreme Drive to York Road; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper on this section of South Thorndale Avenue, as noted in the following Schedule, for which the DuPage County Division of Transportation has maintenance responsibility and which are not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH (MPH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Thorndale</td>
<td>Supreme Drive</td>
<td>York Road</td>
<td>35</td>
</tr>
<tr>
<td>Avenue</td>
<td></td>
<td></td>
<td>3923’</td>
</tr>
</tbody>
</table>

PROPOSED SPEED LIMIT: 35 MPH
EXISTING SPEED LIMIT: 35 MPH

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced section of South Thorndale Avenue shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward one (1) certified copy of this Ordinance to the DuPage County Division of Transportation.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
DuPage County

Grant Proposal Notification

GRANT NAME: 2018 Illinois Transportation Enhancement Program (ITEP)

GRANTING ENTITY: Illinois Department of Transportation

COUNTY DEPARTMENT: Division of Transportation

PARENT COMMITTEE: Transportation Committee

DEPARTMENT CONTACT: John Loper

AMOUNT REQUESTED: $498,220

TYPE OF GRANT (please check): □ Competitive  □ Continuation  □ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
IL-390 Enhancement Phase II: The project includes hardscape, wayfinding signage, and landscape elements at five interchanges along the recently constructed IL 390 between IL 290 and IL 83; and also at Roselle Road. This is the second phase of aesthetic enhancements on this Project of National Significance. The Illinois Tollway and DuPage County are partnering to enhance the overall aesthetics of the corridor and the visibility of alternative transportation modes at key interchanges. The funding request is for the construction and construction engineering phases of the project.

Grant proposal submission due date (MM/DD/YYYY) 12/1/2017

Project or project phase period covered by grant:
If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
Year: 2020  Duration (years) 1

If awarded, will this grant require the hiring of additional staff or personnel?
If yes, please list:
How many new positions will be created:
If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:
What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
If yes, please answer the following questions:
Percentage of funding required by granting agency 20%
County’s match amount: (auto fill) $124,560
County fund that will provide the matching requirement: DOT’s internal budget

Grant amount request (auto fill) $498,220.00

All other funding already allocated for project or project phase $-

Total project phase cost (Const & Construction Eng.) (auto fill) $622,780.00

Note: does not reflect engineering phases
□ Please check this box if you are interested in having a grant writer prepare this grant proposal

Packet Pg. 174
Grant Proposal Notification Report 001-18

Submitted on: 12/01/2017                      Submitted by: John Loper, DOT

Purpose of Grant: Federal funding for the 2018 IL Transportation Enhancement Program (ITEP) Grant comes from the U.S. Dept. of Transportation Federal Highway Administration. The purpose is to provide funding for community based projects that expand travel choices and enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of transportation infrastructure. DuPage County DOT proposes to use the funding for the IL-390 Enhancement Phase II project, which includes hardscape, wayfinding signage, and landscape elements between IL 290 and IL 83, covering construction and construction engineering phases.

Proposal Due Date: 12/01/2017                  Project Period: 2020 – 1 Year

Matching Requirement: ☒ Yes  ☐ No  Explain: 20%-see other information

Headcount Requirement: ☐ Yes  ☒ No  Explain: ____________________________

Funding Origination Source: ☒ Federal  ☐ State  ☐ Private  ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this funding opportunity.

Other information (i.e. collaboration, allocation of funding, etc.): Federal ITEP funding is passed through the Illinois Department of Transportation. The total cost of this project is estimated at $622,780. $498,220 has been requested from IDOT. The award would require a 20% County match of $124,560, which would come from the DOT budget and not the County’s general operating budget.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by John Loper, Transportation.