1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday January 16th, 2018

5. CONSENT ITEMS
   A. Consent Item -- Illinois Construction & Environmental Consulting, Inc. - 2053 SERV - Decrease/Close
   B. Consent Item -- Mackie Consultants, LLC – 2062 SERV – Decrease/Close

6. ACTION ITEMS
   A. Budget Transfers -- $121,082.00 from 1500-3510-52200 (OPERATING SUPPLIES), 1500-3510-53220 (WATER/SEWER), 1500-3500-53320 (REPAIR/MAINT ROADS), and 1500-3500-53610 (INSTRUCTION & SCHOOLING) to 1500-3500-52200 (OPERATING SUPPLIES), 1500-3500-53220 (WATER/SEWER), 1500-3500-53330 (REPAIR/MAINT SIGNALS) and 1500-3520-53610 (INSTRUCTION AND SCHOOLING); FY17 Closeout
   B. 2018-51 Recommendation for the approval of a contract purchase order to Kelly-Creswell, A Division of ERNEST Industries, Inc., to furnish and deliver stripper repair and replacement parts for the Division of Transportation, for a contract total not to exceed $6,533.40; Per low quote 18-013-JM
   C. 2018-53 Recommendation for the approval of a contract purchase order to Burris Equipment Co., to furnish and deliver Stihl equipment for the Division of Transportation, for a contract total not to exceed $7,305.00; Per low quote 18-011-JM
D. 2018-54 Recommendation for the approval of a contract purchase order to Sunrise Chevrolet, to furnish and deliver Chevrolet repair and replacement parts, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, for a contract total not to exceed $7,000.00; Per renewal option under bid award 17-013-JM, first of three options to renew

E. 2018-56 Recommendation for the approval of a contract purchase order to King Transmission Co., Inc., to provide transmission repair services, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, for a contract total not to exceed $20,000.00; per renewal option under bid award 17-035-JM

F. 2018-55 Recommendation for the approval of a contract purchase order to Ennis-Flint, Inc., to furnish and deliver traffic marking paint for the Division of Transportation, for a contract total not to exceed $24,550.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

G. 2018-41 Recommendation for the approval of a contract purchase order to Applied Research Associates, Inc., for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for a contract total not to exceed $20,962.00; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022 (a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108(1)(b) (Proprietary Software/Maintenance)

H. DT-P-0031-18 Recommendation for the approval of a contract purchase order to Bonnell Industries Inc., to furnish and deliver one (1) Pug Mill Asphalt Recycler for the Division of Transportation, for a contract total not to exceed $87,940.00; Contract pursuant to the Intergovernmental Cooperation Act (NJPA)

I. DT-R-0058-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE services for the Division of Transportation and Department of Public Works, for an estimated County cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00)

J. Action Item -- Amendment to County contract 2743 SERV, issued to Patson, Inc., d/b/a TransChicago Truck Group, to furnish and deliver Freightliner repair and replacement parts, as needed for the Division of Transportation, to increase the funding in the amount of $7,500.00, resulting in an amended contract total amount of $15,900.00, an increase of 89.29%

K. Action Item -- Amendment to County contract 2941 SERV, issued to Gasaway Distributors, Inc., to furnish and deliver calcium chloride, as needed for the Division of Transportation, to increase the funding in the amount of $9,760.00, resulting in an amended contract total amount of $19,520.00, an increase of 100.00%
L. Action Item -- DT-P-0287B-14 – Amendment to Resolution DT-P-0287A-14, issued to Knight E/A, Inc., for Professional Preliminary Phase I Engineering Services for improvements along CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR, to rescind and replace Supplement No. 1 for an adjusted amount of $40,136.22, resulting in an amended contract total amount of $234,795.96, a net change of $10,246.50 and a cumulative increase of 20.62%

M. Action Item -- DT-R-0284A-17 – Amendment to Resolution DT-R-0284-17, Intergovernmental Agreement between the County of DuPage and the City of Wheaton, for intersection improvements along CH 23/Gary Avenue at Jewell Road, Section 17-00237-14-MS, to increase the funding in the amount of $6,047.55, resulting in an amended estimated County cost of $33,622.79, an increase of 21.93%

N. Action Item -- DT-R-0271A-17 – Amendment to Resolution DT-R-0271-17, Intergovernmental Agreement between the County of DuPage and the Village of Bloomingdale, for sidewalk replacement along CH 4/Bloomingdale Road, Section 17-00184-01-SW, to decrease the funding in the amount of $454.08, resulting in a final County cost of $29,646.66, a decrease of 1.51%

O. Action Item -- DT-R-0432A-15 – Amendment to Resolution DT-R-0432-15, issued to Meade, Inc., for the 2016-2017 Traffic Signal and Street Light Maintenance Program, Section 15-TSMTC-00-GM, to decrease the funding in the amount of $1,155.04, resulting in a final County cost of $2,639.166.36, a decrease of 0.04%

7. REPORT FROM STATE’S ATTORNEY’S OFFICE

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

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

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

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

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

5. CONSENT ITEMS

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

A. Consent Item -- Alfred Benesch & Company - 2178 SERV - Exhibit C

6. ACTION ITEMS
A. 2018-38 Recommendation for the approval of a contract purchase order to K-Tech Specialty Coatings, Inc., to furnish and deliver Beet Heet liquid deicer, as needed for the Division of Transportation, for the period January 16, 2018 through May 31, 2018, for a contract total not to exceed $13,000.00; Per Request for Information (17-121-BF) Sole Source

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

B. 2018-39 Recommendation for the approval of a contract purchase order to Midwest Paving Equipment, Inc., to furnish and deliver one (1) infrared asphalt heater for the Division of Transportation, for a contract total not to exceed $6,495.00; Per low quote 18-001-JM

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

C. 2018-40 Recommendation for the approval of a contract purchase order to Lakeside International, LLC, to furnish and deliver Navistar/International Engine repair and replacement parts, as needed for the Division of Transportation, for the period February 1, 2018 through January 22, 2020, for a contract total not to exceed $9,000.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

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

D. 2018-22 Recommendation for the approval of a contract purchase order to PetroChoice Holdings, Inc., to furnish, deliver and install one (1) Lincoln Auto Lube Datalogger System for the Division of Transportation, for a contract total not to exceed $14,588.00; Per 55 ILCS-1022 “Competitive Bids” (c) not suitable for competitive bids
E. DT-P-0025-18 Recommendation for the approval of a contract purchase order to Aldridge Electric, to furnish, supply, install and repair guardrails, as needed for the Division of Transportation, for the period February 1, 2018 through January 31, 2019, for a contract total not to exceed $60,000.00; Per renewal option under bid award 15-006-LG, second and final option to renew

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

F. DT-CO-0002-18 Amendment to County contract 2747 SERV, issued to Priority Products, Inc., to furnish and deliver Weatherhead brand hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, to increase the funding in the amount of $20,000.00, resulting in an amended contract total amount of $40,000.00, an increase of 100%

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

7. DISCUSSION - 2018 STRATEGIC INITIATIVE
Director Snyder updated the Committee on the Division of Transportation 2018 Strategic Initiatives including; 1) Long Range Transportation Plan, 2) Impact Fee Program, 3) Permitting Process, 4) Overweight/Over-Dimension Permitting Process, and 5) Central Signal System.

Committee Members Zay and Noonan commented on possible cooperative effort between DuPage County and municipalities on truck weight enforcement and asked staff to review and possibly include as a future Committee topic.

8. PRESENTATION - COMED 2018 VEGETATIVE MANAGEMENT
ComEd representatives provided a presentation to the Committee which highlighted ComEd's proposed 2018 and 2019-2022 vegetative maintenance activities. Committee Member Elliott requested District 4 be kept apprised of outreach with Danby Woods Subdivision. Members
Healy and Zay thanked ComEd for their outreach efforts over the last several years communicating with elected officials and citizens.

Member Krajewski exited the room at 10:11am

Member Krajewski re-entered the room at 10:13am

9. REPORT FROM STATE'S ATTORNEY'S OFFICE

10. OLD BUSINESS
Chairman Puchalski commended DOT staff for their hard work and effort during the recent snow event this past weekend.

11. NEW BUSINESS

12. ADJOURNMENT
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #: 2053-0001-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: Illinois Construction &amp; Environmental Consulting, Inc.</td>
<td>Vendor #: 25498</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Professional Materials Testing and Engineering Services upon request for the Division of Transportation and Facilities Management, Section 16-MATS-03-EG. Decrease/Close

---

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

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

---

**INCREASE/DECREASE**

<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
- [x] Contract Extension (29 days)
- [ ] Consent Only

- [ ] Change budget code from: _______________ to: _______________
- [ ] Increase/Decrease quantity from: _______________ to: _______________
- [ ] Price shows: _______________ should be: _______________

- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

---

**DECISION MEMO REQUIRED**

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

---

**SL** 6900 | **Prepared By (Initials)** | **Phone Ext** | **Jan 12, 2018** | **Recommended for Approval (Initials)** | **Phone Ext** | **Date** |
|---|---|---|---|---|---|---|

**REVIEWED BY (Initials Only)**

- **Buyer**
  - Date: 1-25-18

- **Procurement Officer**
  - Date: 1-25-18

- **Chief Financial Officer (Decision Memos Over $25,000)**
  - Date: 1-25-18

- **Chairman's Office (Decision Memos Over $25,000)**
  - Date: 1-25-18

---

**CONSENT AGENDA**

Packet Pg. 8
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2062-0001-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: Mackie Consultants LLC</td>
<td>Vendor #: 11721</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
<tr>
<td><strong>Background and/or Reason for Change Order Request:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Surveying Services upon request for the division of Transportation, Section 16-RSURV-04-EG</td>
<td>Decrease/Close</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$90,000.00</td>
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<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$65,352.86</td>
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<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-27.39%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D/A; 60% maximum on construction contracts)</td>
<td>-27.39%</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): _Jan 12, 2018_  
Recommended for Approval (Initials): _Jan 12, 2018_  
Phone Ext: 
Date: 

**REVIEWED BY (Initials Only)**

Buyer: _Jan 1-25-18_  
Procurement Officer: _Jan 1-25-18_  
Chief Financial Officer (Decision Memos Over $25,000): _Jan 2018_  
Chairman's Office (Decision Memos Over $25,000): _Jan 2018_  

**CONSENT AGENDA**

_1-3 Feb 2018_
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

Division of Transportation
Company/Accounting Unit Name

<table>
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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
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To: 1500
Company 

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<td>121,082</td>
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</tbody>
</table>

Reason for Request:
FY2017 Closeout. - See attached spreadsheet for details

Signature on File
Department Head
Signature on File
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. 10
<table>
<thead>
<tr>
<th>COMPANY</th>
<th>UNIT</th>
<th>ACCOUNT</th>
<th>ACCOUNT DESCRIPTION</th>
<th>TRANSFER AMOUNT</th>
<th>PRIOR TO TRANSFER</th>
<th>AFTER TRANSFER</th>
<th>DATE OF BALANCE</th>
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<td>3510</td>
<td>52200 OPERATING SUPPLIES</td>
<td>98.00</td>
<td>145,412.80</td>
<td>145,314.80</td>
<td>01/30/18</td>
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<td>1500</td>
<td>3510</td>
<td>53220 WATER/SEWER</td>
<td>43.00</td>
<td>3,444.92</td>
<td>3,401.92</td>
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<td>1500</td>
<td>3500</td>
<td>53320 REPAIR/MAINT ROADS</td>
<td>120,867.00</td>
<td>344,466.62</td>
<td>223,599.62</td>
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<td>1500</td>
<td>3500</td>
<td>53610 INSTRUCTION &amp; SCHOOLING</td>
<td>74.00</td>
<td>3,305.00</td>
<td>3,231.00</td>
<td>01/30/18</td>
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<td></td>
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<td>121,082.00</td>
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</tbody>
</table>

| TO      | 1500 | 3500    | 52200 OPERATING SUPPLIES   | 98.00           | (98.00)           | -              | 01/30/18        |
|         | 1500 | 3500    | 53220 WATER/SEWER          | 43.00           | (42.67)           | 0.33           | 01/30/18        |
|         | 1500 | 3500    | 53330 REPAIR/MAINT SIGNALS | 120,867.00      | (120,866.48)      | 0.52           | 01/30/18        |
|         | 1500 | 3520    | 53610 INSTRUCTION & SCHOOLING | 74.00         | (74.00)           | -              | 01/30/18        |
| TOTAL   |      |         |                            |                 | 121,082.00        |                |                 |

Attachment: DOT Budget Adjustment (17-18-201 : Budget Adjustment)
Requisition under 25k dollars

2018-51
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT $6,533.40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 01/11/2018 7:41 AM
- Christopher Snyder: Completed 01/11/2018 11:20 AM
- Kathy Ostrowski: Completed 01/16/2018 12:50 PM
- James McGuire: Completed 01/31/2018 8:13 AM
- Paul Rafac: Completed 01/31/2018 9:21 AM
- Kathy Ostrowski: Completed 02/01/2018 11:42 AM
- Transportation Committee: Pending 02/06/2018 10:00 AM
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Kelly Creswell A Division of Ernest Industries, Inc.  
  **Vendor #:** 14027
- **Attn:** Don Hollow  
  **Email:** don@kellycreswell.com
- **Address:** 1221 Groop Road
- **City:** Springfield  
  **State:** OH  
  **Zip:** 45504
- **Phone:** 937-325-3978  
  **Fax:** 937-325-7067

**Send Payments To:**
- **Vendor:** Kelly Creswell A Division of Ernest Industries, Inc.  
  **Vendor #:** 14027
- **Attn:**  
- **Address:** 1221 Groop Road
- **City:** Springfield  
  **State:** OH  
  **Zip:** 45504
- **Phone:** 937-325-3978  
  **Fax:** 937-325-7067

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

**Ship To:**
- **Dept:** Division of Transportation  
  **Division:** Highway Maintenance
- **Attn:** Ed Morgan  
  **Email:** ed.morgan@dupageco.org
- **Address:** 140 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6920  
  **Fax:** 630-407-6921

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>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>Various Striper Repair and Replacement Parts - See attached spreadsheet for itemized list of parts.</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52250</td>
<td></td>
<td>6,533.40</td>
<td>6,533.40</td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 6,533.40

**Header Comments:**
- (these comments will appear on the PO20 and PO25 Purchase Order):
- **THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER STRIPER REPAIR AND REPLACEMENT PARTS PER LOW QUOTE 18-013-JM
  LEAD TIME - 2-3 WEEKS

**Special Instructions/Comments to Buyer or Approver:**
- (these comments will NOT appear on the Purchase Order):
- **SEND COMPLETED APPROVED PO TO DON HOLLOW**

**User Department Internal Notes:**
- (these comments will NOT appear on the Purchase Order):
- Transportation - 02/06/18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

**Vendor:** Kelly-Creswell A Division of Ernest Industries, Inc.

**Vendor #:** 14024

**Contract Term:** One Time Purchase

**Contract Total:** $6,533.40

**Dept:** Division of Transportation

**Contact:** Darcie Garza, CPPB

**Phone:** 630-407-6906

**Assigned Committee:** Transportation

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

To furnish and deliver Striper Repair and Replacement parts, for a contract total, not to exceed $6,533.40.

**Reason for Procurement:**

Repair and replacement parts to keep the road striper operational

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 52250
- [ ] Budget Transfer (Date) 
- [ ] Add'l Information

### DECISION MEMO NOT REQUIRED

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-013-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid #
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

**DG, CPPB**

Prepared By: [Signature] Jan 8, 2018

Recommended for Approval: [Signature] 1-10-18

IT Approval, if required: Date

### REVIEWED BY (Initials Only)

**Buyer**

Date: 1-18-18

Procurement Officer: [Signature] 1-18-18

**Chief Financial Officer**

Date: 1-31-18

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

Date: 1-31-18
## QUOTATION #18-013-JM

**STRIPER REPLACEMENT PARTS FOR DOT**

**QUOTATION DUE DATE: 01/04/18**

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CATEGORY 1 GRACO</th>
<th>CATEGORY 2 INGERSOLL RAND ARO</th>
<th>TOTAL QUOTE SUBMITTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLINS &amp; COMPANY INDUSTRIAL EQUIPMENT INC.</td>
<td>$3,814.20</td>
<td>$0</td>
<td>$3,814.20**</td>
</tr>
<tr>
<td>KELLY CRESWELL Div of Ernest Industries</td>
<td>$3,258.54</td>
<td>$3,274.86</td>
<td>$6,533.40</td>
</tr>
<tr>
<td>EZ – LINER INDUSTRIES</td>
<td>$3,755.38</td>
<td>$3,124.06</td>
<td>$6,879.44</td>
</tr>
<tr>
<td>M-B CO., INC. dba M-B COMPANIES, INC.</td>
<td>$3,907.50</td>
<td>$3,382.78</td>
<td>$7,290.28**</td>
</tr>
</tbody>
</table>

**Did not quote all items**

<table>
<thead>
<tr>
<th>INVITATIONS SENT:</th>
<th>TOTAL QUOTES RECEIVED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>4</td>
</tr>
</tbody>
</table>

Joan McAvoy
DuPage County Buyer
X6181

Attachment: Kelly Creswell-Ernest Industries, Inc. - Quote (2018-51 : Kelly-Creswell, A Division of ERNEST Industries, Inc.)
### QUOTATION #18-013-JM STRIPER REPLACEMENT PARTS FOR DOT
### EXTENDED QUOTE TABULATION REPORT

<table>
<thead>
<tr>
<th>CATEGORY 1 - GRACO</th>
<th>COMPANY NAME</th>
<th>QTY</th>
<th>COLLINS &amp; COMPANY</th>
<th>KELLY CRESWELL</th>
<th>EZ-LINER INDUSTRIES</th>
<th>M-B COMPANIES, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEAD GUN KIT #238340</td>
<td>QTY 8</td>
<td>$1,188.00</td>
<td>$1,056.00</td>
<td>$1,188.88</td>
<td>$1,320.00</td>
<td></td>
</tr>
<tr>
<td>PAINT GUN KIT #238339</td>
<td>QTY 8</td>
<td>$1,425.60</td>
<td>$1,267.20</td>
<td>$1,434.36</td>
<td>$1,584.00</td>
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</tr>
<tr>
<td>REPAIR KIT #248212</td>
<td>QTY 2</td>
<td>$170.10</td>
<td>$146.80</td>
<td>$165.14</td>
<td>$183.50</td>
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</tr>
<tr>
<td>GUN REPAIR KIT #235474</td>
<td>QTY 4</td>
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<td>$396.00</td>
<td>$440.00</td>
<td></td>
</tr>
<tr>
<td>SPRAY TIP #RAC 5 319-2</td>
<td>QTY 2</td>
<td>$86.40</td>
<td>$59.36</td>
<td>$75.60</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>SPRAY TIP #RAC 5 321-2</td>
<td>QTY 2</td>
<td>$86.40</td>
<td>$59.36</td>
<td>$75.60</td>
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<tr>
<td>SPRAY TIP #RAC 5 419-2</td>
<td>QTY 2</td>
<td>$86.40</td>
<td>$59.36</td>
<td>$75.60</td>
<td>$95.00</td>
<td></td>
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<tr>
<td>SPRAY TIP #RAC 5 421-2</td>
<td>QTY 2</td>
<td>$86.40</td>
<td>$59.36</td>
<td>$75.60</td>
<td>$95.00</td>
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<tr>
<td>SPRAY GUARDS #243161</td>
<td>QTY 10</td>
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<td>$273.60</td>
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<td><strong>TOTAL CATEGORY 1</strong></td>
<td></td>
<td>$3,814.20</td>
<td>$3,258.54</td>
<td>$3,760.38</td>
<td>$3,907.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CATEGORY 2 - INGERSOLL RAND ARO</th>
<th>COMPANY NAME</th>
<th>QTY</th>
<th>COLLINS &amp; COMPANY</th>
<th>KELLY CRESWELL</th>
<th>EZ-LINER INDUSTRIES</th>
<th>M-B COMPANIES, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIAPHRAM KIT #637309-TT</td>
<td>QTY 2</td>
<td>NO QUOTE</td>
<td>$1,657.00</td>
<td>$1,557.16</td>
<td>$1,730.00</td>
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<tr>
<td>HYDRO PUMP KIT #637211-C63</td>
<td>QTY 2</td>
<td>NO QUOTE</td>
<td>$1,340.20</td>
<td>$1,240.40</td>
<td>$1,290.00</td>
<td></td>
</tr>
<tr>
<td>FLUID SERVICE PUMP KIT #145-051</td>
<td>QTY 2</td>
<td>NO QUOTE</td>
<td>$277.66</td>
<td>$326.50</td>
<td>$362.78</td>
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<tr>
<td><strong>TOTAL CATEGORY 2</strong></td>
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<td></td>
<td>$3,274.86</td>
<td>$3,124.06</td>
<td>$3,382.78</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL QUOTE SUBMITTAL**

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>QTY</th>
<th>COLLINS &amp; COMPANY</th>
<th>KELLY CRESWELL</th>
<th>EZ-LINER INDUSTRIES</th>
<th>M-B COMPANIES, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$3,814.20</td>
<td>$6,533.40</td>
<td>$6,884.44</td>
<td>$7,290.28</td>
</tr>
</tbody>
</table>
QUOTE #18-013-JM
STRIPER REPLACEMENT PARTS

DuPage County Division of Transportation would like to receive Quotes for a one-time purchase of items listed below. Please quote parts specified, no equivalent brands will be accepted for this quote.

If interested, please submit via e-mail, your written quote, (completed on this form), to this office no later than:

THURSDAY, JANUARY 4, 2018 @ 4:00 p.m.

Ship to Information:
All items are to be shipped FOB, Freight Prepaid to:
DuPage County Division of Transportation, Highway Maintenance
140 N. County Farm Road, Wheaton, IL 60187
ATTN: Baldo Cortez

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Business Name</th>
<th>Kelly-Creswell - A division of ERNEST Industries, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>1201 Greep Road</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Springfield, OH 62204</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>937-325-3978</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:don@kelly-creswell.com">don@kelly-creswell.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td>937-325-7067</td>
</tr>
<tr>
<td>Quote Contact Person</td>
<td>Don Holland</td>
</tr>
</tbody>
</table>

Q18-013-JM
Page 1 of 3
**COUNTY OF DU PAGE, ILLINOIS**

- Offerors are NOT required to bid both Categories, but must bid all items within a category.

### CATEGORY 1 - GRACO

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>ITEM DETAIL</th>
<th>PRICE EACH</th>
<th>QUANTITY</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEAD GUN KIT</td>
<td>PART# 238340</td>
<td>$132.00</td>
<td>8</td>
<td>$1,056.00</td>
</tr>
<tr>
<td>PAINT GUN KIT</td>
<td>PART# 238339</td>
<td>$158.10</td>
<td>8</td>
<td>$1,264.80</td>
</tr>
<tr>
<td>REPAIR KIT</td>
<td>PART# 248212</td>
<td>$73.40</td>
<td>2</td>
<td>$146.80</td>
</tr>
<tr>
<td>GUN REPAIR KIT</td>
<td>PART# 236474</td>
<td>$88.00</td>
<td>4</td>
<td>$352.00</td>
</tr>
<tr>
<td>SPRAY TIP (Yellow Handle)</td>
<td>RAC 5 319-2</td>
<td>$29.68</td>
<td>2</td>
<td>$59.36</td>
</tr>
<tr>
<td>SPRAY TIP (Yellow Handle)</td>
<td>RAC 5 321-2</td>
<td>$29.68</td>
<td>2</td>
<td>$59.36</td>
</tr>
<tr>
<td>SPRAY TIP (Yellow Handle)</td>
<td>RAC 5 419-2</td>
<td>$29.68</td>
<td>2</td>
<td>$59.36</td>
</tr>
<tr>
<td>SPRAY TIP (Yellow Handle)</td>
<td>RAC 5 421-2</td>
<td>$29.68</td>
<td>2</td>
<td>$59.36</td>
</tr>
<tr>
<td>SPRAY GUARDS</td>
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<td>$19.81</td>
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<td>$198.10</td>
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**CATEGORY 1 - GRACO PARTS TOTAL**

$4,358.54

### CATEGORY 2 - INGERSOLL RAND ARO

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>ITEM DETAIL</th>
<th>PRICE EACH</th>
<th>QUANTITY</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIAPHRAM KIT (LOWER PUMP/BOTTOM)</td>
<td>PART# 637309-TT</td>
<td>$828.50</td>
<td>2</td>
<td>$1,657.00</td>
</tr>
<tr>
<td>HYDRO PUMP KIT (HIGH PRESSURE PUMPS)</td>
<td>PART# 637211-C63</td>
<td>$670.20</td>
<td>2</td>
<td>$1,340.40</td>
</tr>
<tr>
<td>FLUID SERVICE PUMP KIT</td>
<td>PART# 145-051</td>
<td>$138.83</td>
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<td>$277.66</td>
</tr>
</tbody>
</table>

**CATEGORY 2 - INGERSOLL RAND ARO TOTAL**

$3,274.96

**LEAD TIME AFTER RECEIPT OF ORDER:** 2-3 weeks

**Signature on File**

X

(Signature and Title)

**QUOTATION MUST BE SIGNED FOR CONSIDERATION**

18-013-JM
Page 2 of 3
COUNTY OF DU PAGE, ILLINOIS

QUOTE AWARD CRITERIA:

This quote will be awarded to the lowest responsive, responsible vendor.

DuPage County reserves the right to award by Total Quote or by Category.

Please include the attached forms:
  1. Signed Vendor Ethics Disclosure form
  2. Signed W9 form

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

Best Regards,

Joan McAvoy
DuPage County Buyer II
Procurement Services Division
421 N. County Farm Rd.
Wheaton, IL 60187
630-407-6181
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: 12-21-17

Company Name: Kelly Creswell, a div. of ERNEST Industries
Company/Contact: DON Hollow
Contact Phone: 937-325-3978
Contact Email: don@kellycreswell.com

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

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

<table>
<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.

<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 reviewed, have read, and understand these requirements.

Signature on File

Authorized Signature

Don Hollow

Title
SALES

Date
12/21/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page_1_of_1 (total number of pages)
Requisition under 25k dollars

2018-53
Requisition under 25k dollars

2018-53

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>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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</thead>
<tbody>
<tr>
<td>January 22, 2018</td>
<td>$7,305.00</td>
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<td></td>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Completed</td>
<td>01/22/2018 12:10 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/22/2018 1:08 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>01/23/2018 10:03 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/23/2018 3:51 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/25/2018 12:28 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/01/2018 11:17 AM</td>
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<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>02/06/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
## Procurement Services Division

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

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

**Send Payments To:**
- **Dept:** Division of Transportation
  - **Division:** Highway Maintenance
- **Attn:** Jeff Pieroni
  - **Email:** Jeff.pieroni@dupageco.org
- **Address:** 140 N. County Farm Road
  - **Room:**
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6920
- **Fax:**

**Payment Terms:**
- **F.O.B.:**
- **PO 20 Delivery Date:** 02/20/18
- **Requisitioner:** Darcie Garza, CPPB

**Ship To:**
- **Use for:** Contract Administrator
  - **Contract Start Date:**
  - **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>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Various Stihl Equipment - see attachment for breakdown</td>
<td>1500</td>
<td>3510</td>
<td>52000</td>
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<td></td>
<td>6,913.00</td>
<td>6,913.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>BR-700X</td>
<td>BACKPACK BLOWER - LIGHTWEIGHT PROFESSIONAL</td>
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<td>1101</td>
<td>52000</td>
<td></td>
<td></td>
<td>392.00</td>
<td>392</td>
</tr>
</tbody>
</table>

**Requisition Total:** $7,305

---

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

THIS PURCHASE ORDER IS FOR THE STIHL EQUIPMENT LISTED BELOW PER LOW QUOTE 18-011-JM

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

SEND COMPLETED APPROVED PO TO GEORGE O'HARA

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

1500 3510 52000 $6,913.00
1500 1101 52000 $392.00

Transportation - 02/06/18

---

**Procurement Review Checklist**

**Procurement Services Division**

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

### Vendor Information

<table>
<thead>
<tr>
<th>Vendor: Burris Equipment Co.</th>
<th>Vendor #: 13307</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $7,305.00</th>
</tr>
</thead>
</table>

### Department Information

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

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

To furnish and deliver Stihl equipment, for a contract total, not to exceed $7,305.00

### Reason for Procurement

To purchase chainsaws, hedge trimmers, pruners and blowers for the maintenance/keep of County Right of Ways and the County campus.

### Funding Source

- Procurement budgeted for (FY and budget code(s)): 1500 3510, 1101 52000
- Budget Transfer (Date) ____________ Add'l Information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 18-011-JM (QUOTE < $25,000, BID ≥ $25,000; attach tabulation)
- RENEWAL, Enter Bid # __________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- 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>Jan 8, 2018</th>
<th>Recommended for Approval</th>
<th>1/18/18</th>
<th>It Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

**Reviewed by** (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>1-23-18</th>
<th>Procurement Officer</th>
<th>1-23-18</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>1-25-18</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
</table>
**QUOTATION #18-011-JM**

**CHAINSAWS, HEDGE TRIMMER, PRUNER & BACKPACK BLOWER FOR DOT**

**QUOTATION DUE DATE: 01/04/18**

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>TOTAL QUOTE SUBMITTAL</th>
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<tbody>
<tr>
<td>BURRIS EQUIPMENT</td>
<td>$ 7,305.00</td>
</tr>
<tr>
<td>KIPPS LAWNMOWER SALES &amp; SERVICE, INC.</td>
<td>$ 7,483.10</td>
</tr>
<tr>
<td>RUSSO POWER EQUIPMENT</td>
<td>$ 7,508.00</td>
</tr>
<tr>
<td>CAROL STREAM LAWN and POWER</td>
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<tr>
<td>AHW, INC.</td>
<td>$ 8,130.48 **</td>
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**Corrected Total**

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<tr>
<th>INVITATIONS SENT:</th>
<th>37</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL QUOTES RECEIVED:</td>
<td>5</td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor or vendor that is seeking or has recently obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate benefit of $40,000 or less in excess of $20,000, shall provide to Procurement Services a written disclosure of all political contributions made by such contractor or vendor within the current and previous calendar year by or any principal, board members, family, or employees of the contractor or vendor, who are candidates for public office. The purpose of this disclosure requirement is to ensure that no political contribution will be made to any candidate for public office by the contractor or vendor, or any principal, board members, family or employees of the contractor or vendor, who are candidates for public office.

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

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

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

- If information changes within five (5) days of change, or prior to contract award, whichever is sooner.
- All changes are stated in writing and signed by the principal owner or contractor on the application of said contract.
- Willing to release for five (5) years, if requested, the contract or bid.
- Willing to release for six (6) months, if requested, by the County for administrative adjustments.

The full text for the County's ethics and procurement policies and ordinances are available at:
http://www.dupagecountyil.gov/ethics

I hereby acknowledge:

Signature on File

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Date</th>
<th>Description (e.g. contribution, donation, solicitation)</th>
<th>Amount/Vol.</th>
<th>Date Made</th>
</tr>
</thead>
</table>

Packet Pg. 27
Requisition under 25k dollars

2018-54
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/22/2018 1:09 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>01/23/2018 8:44 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/23/2018 3:52 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/25/2018 12:24 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/01/2018 11:21 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>02/06/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

Vendor: Sunrise Chevrolet, Inc.  
Vendor #: 11645

Attn: Mike Hogan  
Email: mhogan@sunrisechevrolet.com

Address: 414 E. North Ave.  
City: Glendale Heights  
State: IL  
Zip: 60139

Phone: 630-942-8300  
Fax: 630-942-9695

---

**Send Invoices To:**

Vendor: Sunrise Chevrolet  
Vendor #: 11645

Attn: Kathy Curcio  
Email: kathy.black@dupageco.org

Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187

Phone: 630-407-6892  
Fax: 630-407-6962

---

**Send Payments To:**

Vendor: Sunrise Chevrolet  
Vendor #: 11645

Attn: Joe Bechtold  
Email: joe.bechtold@dupageco.org

Address: P.O. Box 6919  
City: Saginaw  
State: MI  
Zip: 48608

Phone: 630-407-6931  
Fax: 630-407-6962

---

**Ship To:**

Vendor: Sunrise Chevrolet  
Vendor #: 11645

Attn: Joe Bechtold  
Email: joe.bechtold@dupageco.org

Address: 180 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187

Phone: 630-407-6931  
Fax: 630-407-6962

---

**Payment Terms:**

PER 50 ILCS 505/1

**F.O.B.**

Destination

**PO 20 Delivery Date:**

Darcie Garza, CPPB

**Requisitioner:**

Contract Administrator

Contract Start Date: Apr 1, 2018  
Contract End Date: Mar 31, 2019

---

<table>
<thead>
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<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Accnt Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Chevrolet Repair and Replacement Parts</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td>7,000.00</td>
<td>7,000 C</td>
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<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $7,000

---

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

THIS CONTRACT IS TO FURNISH AND DELIVER CHEVROLET REPAIR AND REPLACEMENT PARTS FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 20 PER LOW QUOTE 17-013-DG OPTION TO RENEW

THIS IS THE FIRST OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS WITH QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED

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

SEND COMPLETED APPROVED PO TO MIKE HOGAN

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

FY 2018  1500  3520  52250  $5,300.00  
FY 2019  1500  3520  52250  $1,700.00

Transportation - 02/06/18
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver Chevrolet Repair and Replacement Parts, for a contract total, not to exceed $7,000.00.

**Reason for Procurement**

To purchase original equipment Chevrolet repair and replacement parts to maintain the County fleet of Chevrolet vehicles.

#### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3520 52250
- [ ] 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 # 17-013-JM __________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

#### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>DG/CPB8</th>
<th>Jan 16, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

**REVIEWS BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>1-22-18</th>
<th>Procurement Officer</th>
<th>1-23-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>1-25-18</td>
<td>Chairman’s Office</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

**Add’l Information**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3520 52250
- [ ] 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 # 17-013-JM __________________ [ ] 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>
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<tr>
<th>DG/CPB8</th>
<th>Jan 16, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</table>

**REVIEWS BY (Initials Only)**

<table>
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<tr>
<th>Buyer</th>
<th>1-22-18</th>
<th>Procurement Officer</th>
<th>1-23-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>1-25-18</td>
<td>Chairman’s Office</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Sunrise Chevrolet, 414 E. North Avenue, Glendale Heights, IL 60139, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-013-DG which became effective April 1, 2017 and will expire on March 31, 2018. The contract is subject to an option to renew for a FIRST twelve (12) month period of three (3) optional renewals.

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

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon Parent Committee approval.

SUNRISE CHEVROLET / Signature on File

SIGNATURE __________________________ DATE 4/1/2018

PUTRIS HAGAN
PRINTED NAME

COUNTY OF DU PAGE, ILLINOIS / Signature on File

SIGNATURE __________________________ DATE

Joan McAvoy
DuPage County Buyer II

PRINTED NAME

PARTS MANAGER
PRINTED TITLE
Required Vendor Ethics Disclosure Statement

Company Name: Sunrise Chevrolet
Contact Phone: 630-742-8300
Company Contact: Mike Hogan
Contact Email: mhogan@sunrisechev.com

Date: 1/4/2018

Signature on File

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 $500, 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

| 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:

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

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

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

Authorized Signature: Mike Hogan

Printed Name: Mike Hogan
Title: Parts Manager
Date: 1/4/2018

Signature on File

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

2018-56
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>DATE SUBMITTED</strong></th>
<th><strong>CONTRACT TERM</strong></th>
<th><strong>CONTRACT TOTAL AMOUNT</strong></th>
<th><strong>REQUESTING DEPT.</strong></th>
<th><strong>TRANSPORTATION COMMITTEE</strong></th>
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</thead>
<tbody>
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<td></td>
<td>04/01/18-03/31/19</td>
<td>$20,000.00</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>01/24/2018 12:28 PM</td>
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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/25/2018 9:26 AM</td>
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<td>Kathy Ostrowski</td>
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<td>Completed</td>
<td>01/25/2018 3:58 PM</td>
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<td>Paul Rafac</td>
<td>Completed</td>
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<td>Kathy Ostrowski</td>
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<td>01/31/2018 4:25 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>02/06/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition
### Procurement Services Division

**Send Purchase Order To:**
- Vendor: King Transmission Co., Inc.  
  Vendor #: 12424
- Attn: Joe Perotta  
  Email: kingtrans180@yahoo.com
- Address: 180 W. Grand Ave.
- City: Elmhurst  
  State: IL  
  Zip: 60126
- Phone: 630-832-6800  
  Fax: 630-832-6806

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

**Send Payments To:**
- Dept: Division of Transportation  
  Division: Fleet Maintenance
- Attn: Joe Bechtold  
  Email: joseph.bechtold@dupageco.org
- Address: 180 N. County Farm Road
- City: Wheaton  
  State: IL  
  Zip: 60187
- Phone: 630-407-6931  
  Fax:

**Ship To:**
- Dept: Division of Transportation  
  Division: Fleet Maintenance
- Attn: Joe Bechtold  
  Email: joseph.bechtold@dupageco.org
- Address: 180 N. County Farm Road
- City: Wheaton  
  State: IL  
  Zip: 60187
- Phone: 630-407-6931  
  Fax:

- Payment Terms: PER 50 ILCS 505/1
- F.O.B. Location: Contract Administrator
- Destination: 
- PO 20 Delivery Date: Apr 1, 2018
- Contract Start Date: Apr 1, 2018
- Contract End Date: Mar 31, 2019
- Requisitioner: Darcie Garza, CPPB
- Use for: PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>53380</td>
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<td>20,000.00</td>
<td>20,000.00</td>
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</tbody>
</table>

**Requisition Total:** $20,000.00

**Header Comments:**

THIS CONTRACT PURCHASE ORDER IS FOR THE PROVISION OF TRANSMISSION REPAIR SERVICE, FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID 17-035-JM OPTION TO RENEW

THIS IS THE FIRST OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED, ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH SERVICES SPECIFIED AT THE TIME INDIVIDUAL ORDERS ARE PLACED

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

SEND COMPLETED APPROVED PO TO JOE PEROTTA

**User Department Internal Notes:**

18 1500 3520 53380 $15,000.00  
19 1500 3520 53380 $5,000.00

Transportation - 02/06/18

---

**Attachment:** King Transmission Co., Inc. - Requisition (2018-56 : King Transmission Co., Inc.)
Procurement Review Checklist

Vendor: King Transmission Co, Inc.  Vendor #: 12424
Dept: Transportation  Contact: Joe Bechtold

Contract Term: 4/1/18 - 3/31/19  Contract Total: $20,000.00
Phone: 630-407-6931  Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background:
To provide Transmission Repair Service, for a contract total of $20,000.00.

Reason for Procurement:
To provide transmission repair and replacement services for the County owned and operated fleet.

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 # ________________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # 17-035-JM  ☐ 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 (30ILCSS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP #
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # _____________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  Date  Procurement Officer  Date
Chief Financial Officer  Date  Chairman's Office  Date

Decision Memos Over $25,000)
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and King Transmission Co., Inc., 180 W. Grand Ave., Elmhurst, IL 60126, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-035-JM which became effective April 1, 2017 and will expire on March 31, 2018. The contract is subject to an option to renew for a FIRST twelve (12) month period of three (3) optional renewals.

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

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon Parent Committee approval.

KING TRANSMISSION
Signature on File 1/17/18
SIGNATURE DATE
Joseph Perrotta PRINTED NAME
Secretary & General Counsel PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS
Signature on File 1/17/18
SIGNATURE DATE
Jean McAvoy PRINTED NAME
DuPage County Buyer II

Packet Pg. 38
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: King Transmission Co., Inc.
Contact Phone: 630-832-6800

Company Contact: Joe Perrotta
Contact Email: kingtrans180@yahoo.com

Date: Jan 17, 2018
Bid/Contract/PO #: #17-035-JM

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, 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/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name: Joseph Perrotta
Title: Secretary & General Counsel
Date: Jan 17, 2018

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

2018-55
Requisition under 25k dollars

2018-55

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>January 22, 2018</td>
<td>$24,550.00</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>01/22/2018 12:04 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/22/2018 1:10 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>01/23/2018 9:41 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/24/2018 11:15 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/25/2018 12:23 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/01/2018 11:27 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>02/06/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Send Purchase Order To:**
Vendor: Ennis-Flint, Inc.  
Vendor #:  
Address: 1509 S. Kaufman  
City: Ennis  
Phone: 800-331-8118  
Fax: 336-475-7900  
Attn: Anne Selby  
Email: aselby@ennisflint.com

**Send Invoices To:**
Dept: Division of Transportation  
Division: Highway Maintenance  
Attn: Kathy Curcio  
Email: kathy.black@dupageco.org

**Send Payments To:**
Vendor: Ennis-Flint, Inc.  
Vendor #:  
Address: 1509 S. Kaufman  
City: Ennis  
Phone: 800-331-8118  
Fax: 336-475-7900  
Attn: Email:  
Address: 421 N. County Farm Road  
City: Wheaton  
Phone: 630-407-6930  
Fax: 630-407-6962

**Ship To:**
Dept: Division of Transportation  
Divison: Highway Maintenance  
Attn: Ed Morgan  
Email: Ed.morgan@dupageco.org

**Payment Terms**  
F.O.B.

**PO 20 Delivery Date**  
Requisitioner  
Darcie Garza, CPPB

**Contract Administrator**  
Apr 1, 2018  
Contract Start Date  
Mar 31, 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>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1250</td>
<td>EA</td>
<td>TRAFFIC MARKING PAINT - WHITE 2641 670 0010 250 GALLON TOTES</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td></td>
<td></td>
<td>6.95</td>
<td>8.68</td>
</tr>
<tr>
<td>2</td>
<td>2250</td>
<td>EA</td>
<td>TRAFFIC MARKING PAINT - YELLOW 2641 670 0011 250 GALLON TOTES</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td></td>
<td></td>
<td>7.05</td>
<td>15.86</td>
</tr>
</tbody>
</table>

**Requisition Total:**  
$24,550

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER TRAFFIC MARKING PAINT PER STATE OF ILLINOIS CONTRACT PRICING #4018265

WHITE = $7.05/GALLON
YELLOW= $6.95/GALLON

DELIVERY: LAST WEEK IN MARCH, FIRST WEEK OF APRIL

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

EMAIL COMPLETED APPROVED PO TO ANNE SELBY

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

FY18  1500 3510 52270  $24,550.00

Transportation - 02/06/18
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

**Attach Required Vendor Ethics Disclosure Statement**

<table>
<thead>
<tr>
<th>Vendor: Ennis-Flint, Inc.</th>
<th>Vendor #: 11370</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $24,550.00</th>
</tr>
</thead>
</table>

**Dept:** Division of Transportation  
**Contact:** Ed Morgan  
**Phone:** 630-407-6927  
**Assigned Committee:** Transportation

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

To furnish and deliver Traffic Marking Paint, for a contract total, not to exceed $24,550.00

### Reason for Procurement

Fast dry white and yellow traffic paint is used by the County owned Stripper, in combination with glass beads to paint solid or broken center lines, lane lines and barrier lines on County maintained roadways.

## FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3510 52270
- [ ] Budget Transfer (Date)  
  Add'l information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
  Under Government Joint Purchasing Act (30ILCS525) select one below
  - [ ] State of Illinois - Master Contracts #  
    PSD #4018265
  - [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
    (include Evaluation Summary if applicable)
  - [ ] RENEWAL OF RFP #
  - [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
  - [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
  - [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
  - [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

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

- DG, CPPB  
  Jan 16, 2018  
  Prepared By  
  Date  
  Recommended for Approval  
  Date  
  IT Approval, if required  
  Date

### REVIEWED BY (Initials Only)

- Buyer  
  1-24-18  
  Date  
  Procurement Officer  
  Date

- Chief Financial Officer  
  1-25-18  
  Date  
  Chairman's Office  
  (Decision Memos Over $25,000)  
  Date
# Decision Memo

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Ennis-Flint, Inc.</td>
<td>Vendor #: 11370</td>
</tr>
</tbody>
</table>

## Action Requested

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

Requesting approval of a contract to purchase Traffic Marking Paint, for a contract total not to exceed $24,550.00

## Summary Explanation/Background

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

Traffic Marking paint is used by the Division of Transportation, in conjunction with glass beads, with the County owned striping, to paint solid and broken center lines, lane lines and barrier lines on County maintained roadways.

## 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.

**Financial Planning**

Paint is requisitioned with the State (see attached requisition) This allows the state to gather quantities and bid out at larger quantities.

## Source Selection/Vetting Information

Describe method used to select source.

Paint was requisitioned in October, as done historically, therefore, we are committed to the State awarded vendor.

## Recommendations/Alternatives

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

1. Honor our requisitioned commitment to the State and award the contract to Ennis.
2. Go out to bid with our quantities, in hopes, that we can award, in time to get some striping done this season.

## 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.

**FY 2018** 1500 3510 52270 $24,550.00
Master Contract

Identification

Date Published: 03/16/2017
Contract Number: 4018265
Contract Title: PSD TRAFFIC MARKING PAINT - CY'16-'18
Category: Commodities

T-Number: T5220
T-Number Title: PAINTS AND VARNISHES

Start Date: 04/15/2016
Expiration Date: 04/14/2018
Renewals Remaining: 16
Fiscal Year: 16

Joint Purchasing Indicator: Yes
Green Contract: No
Small Business Set-Aside: No
Does this contract include a BEP Requirement: No

Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.**

Agency: SWC - Statewide Contract
Master Agency: R0
Master Sub-Agency:

Comments/Overview

Attachments Require Adobe® Acrobat® Reader to View.

Contract File Attachment for: 4018265
<table>
<thead>
<tr>
<th>TERMS AND CONDITIONS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT VENDORS</td>
<td>00001</td>
</tr>
<tr>
<td>CONTRACT ITEMS/SERVICES BY LINE ITEM</td>
<td>00012</td>
</tr>
<tr>
<td>DESCRIPTION: PAINT, TRAFFIC MARKING WHITE, WATER BASE</td>
<td>00013</td>
</tr>
<tr>
<td>DESCRIPTION: PAINT, TRAFFIC MARKING YELLOW, WATERBASE</td>
<td>00013</td>
</tr>
<tr>
<td>DESCRIPTION: PAINT, TRAFFIC MARKING WHITE, WATER BASE</td>
<td>00013</td>
</tr>
<tr>
<td>DESCRIPTION: PAINT, TRAFFIC MARKING YELLOW, WATERBASE</td>
<td>00013</td>
</tr>
</tbody>
</table>
NOTICE OF AWARD

CONTRACT TITLE: PSD TRAFFIC MARKING PAINT - CY'16-'18 FOR IDOT & JOINT PURCHASING AGENCIES

CONTRACT NO: 4018265

OPTIONS AVAILABLE: 01

JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS:
ENNIS PAINT INC
1509 S KAUFMANN
ENNIS, TX 75119-7048

VENDOR NUMBER:

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE:
WAYNE ILSEY
(217) 782-8091

SOLICITATION: 228081
BID OPEN DATE: 01/20/16

STATE OF ILLINOIS
DEPARTMENT OF
CENTRAL MANAGEMENT SERVICES

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

Due to unprecedented economic recession, Illinois has experienced lower than expected revenues which has led to a delayed payment cycle. In many cases, Vendors and Service Providers are waiting several months to receive payment for goods and services provided to the State. The State of Illinois Vendor Payment Program is intended to provide relief to those Vendors and Service Providers.

For more information please see our website at payments.illinois.gov.

VENDOR CERTIFIES THAT DURING THE LAST FIVE (5) YEARS, NO ORDER, JUDGMENT OR DECREE OF ANY FEDERAL AUTHORITY HAS BEEN ISSUED BARRING, SUSPENDING, OR OTHERWISE LIMITING ITS RIGHT TO CONTRACT WITH ANY GOVERNMENTAL ENTITY, INCLUDING SCHOOL DISTRICTS, OR TO ENGAGE IN ANY BUSINESS PRACTICE OR ACTIVITY.

VENDOR FURTHER CERTIFIES THAT IT WILL INCLUDE THIS CERTIFICATION WITHIN EVERY SUBCONTRACT RELATED TO PERFORMANCE OF THIS CONTRACT.

TO ESTABLISH A CONTRACT TO ENABLE THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND LOCAL GOVERNMENTAL UNITS (STATED HEREIN) AUTHORIZED TO PARTICIPATE IN THE JOINT PURCHASING PROGRAM TO PURCHASE TRAFFIC MARKING PAINT ON AN 'AS NEEDED' BASIS DURING THE ENTIRE CONTRACT PERIOD.

NOTES: J.F. INCLUSION IN THIS CONTRACT IS BASED UPON A SURVEY AND IS STATED WITHIN THE "SHIP TO QUANTITIES" HEREIN, AND ADDITIONAL PARTICIPATION IN THE RESULTANT CONTRACT IS NOT ALLOWED.

INITIAL CONTRACT TERM SHALL BE 12-MONTHS AND UPON MUTUAL AGREEMENT OF THE PARTIES, THE STATE RESERVES THE RIGHT TO RENEW THE RESULTING CONTRACT FOR ONE 12-MONTH PERIOD, AND CONTRACT CHANGE NOTICE SHALL BE ISSUED TO CONFIRM THE RENEWAL EXECUTION.

CONTRACT NO: 4018265

G67054 : SPECIFICATIONS:

SPECIFICATIONS:

ALL LINE ITEMS SHALL COMPLY WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2012, ART. 1095.02" AND IS AVAILABLE ON IDOT INTERNET HOME PAGE ( WWW.IDOT.ILLINOIS.GOV ) GO TO: DOING BUSINESS / CONSTRUCTION QUICK-LINKS / STANDARD-SPECIFICATIONS / STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - MANUAL ADOPTED JANUARY 1, 2012 / ART. 1095.02 (-SECTION.1095.02.PDF-) WITH THE EXCEPTION AS FOLLOWS:

1095.02 PAINT, PAVEMENT MARKING,
(A) INGREDIENT MATERIALS,
(4) ACRYLIC EMULSION POLYMER,
THIS MATERIAL SHALL BE
ROMM AND HAAS 2706,
OR DOW CHEMICAL DT-211,
OR AN APPROVED EQUIVALENT.

THE PRE-BID SAMPLES, AS REQUIRED BY THE GOVERNING SPECIFICATION, WILL UPON APPROVAL BE CONSIDERED THE STANDARD FOR ALL PAINTS TO BE PURCHASED ON THE RESULTANT CONTRACT. SAMPLES SHOULD BE SUBMITTED PRIOR TO THE SCHEDULED BID OPENING DATE AND TIME TO THE LOCATION IDENTIFIED IN THE GOVERNING SPECIFICATION STATED ABOVE.

TOTES USED TO PROVIDE PAINT SHALL BE IN COMPLIANCE WITH THE FOLLOWING:

STAINLESS STEEL TOTES - SHALL COMPLY WITH ILLINOIS DEPARTMENT OF TRANSPORTATION'S "SPECIAL PROVISION FOR STAINLESS STEEL, CUBICAL SHAPED TOTES" WHICH IS ATTACHED AND MAY BE OBTAINED BY CONTACTING THE BUYER AS STATED ON PAGE 1 OF THE BID DOCUMENT.

ACCEPTABLE STAINLESS STEEL TOTES - "INMOR CORPORATION" SM-13-UN 275-GALLON STAINLESS STEEL CUBICAL SHAPED CAG CONTAINER, OR AN APPROVED EQUIVALENT.

PLASTIC TOTES - SHALL BE "SYDER INDUSTRIES" 220-GALLON WIDE MOUTH ULTRATAINER #60465, "CLAWSON CONTAINER CO." 220-GAL MODEL #SPIKE 220, OR ACCEPTABLE EQUIVALENT.

TUBULAR STYLE CAGE TOTE - SHALL BE NON-UN RATED, HAVE 2" QD (QUICK DISCONNECT) BALL VALVE, HAVE A NEW 6" CAP EACH TIME THE TOTE IS USED TO INSURE THE BOTTLE SEALS PROPERLY TO AVOID SKINNING, NEW OR RECONDITIONED CAGE AND 275 GALLON BOTTLE, CAPABLE OF BEING STACKED TWO (2) HIGH WHEN FULL, CAPABLE OF BEING LIFTED BY FORKLIFT WHEN FULL. MAXIMUM AMOUNT OF PAINT ALLOWED TO BE DELIVERED IN THIS STYLE TOTE IS 250 GALLONS.

TOTE AVAILABILITY:

BIDDER MUST INDICATE THE TYPE OF TOTE(S) THAT WILL BE USED DURING THE DURATION OF THIS CONTRACT. THIS INFORMATION MUST BE INCLUDED WHEN THE PRICES ARE SUBMITTED. PRICE VARIATIONS FOR DIFFERENT TOTE(S) SHALL BE CLEARLY QUOTED AND DETAILED ON PRICE PAGE AND ADDITIONAL CLARIFICATION OR JUSTIFICATION SHALL BE STATED BELOW.

________________________________________________________

ALL TOTES WILL REMAIN AS THE PROPERTY OF THE VENDOR. FREIGHT CHARGES FOR DELIVERY OF PAINT AND RETRIEVAL OF EMPTY TOTES SHALL BE INCLUDED IN THE BID PRICE AND SHIPMENT SHALL BE FOB PREPAID BY THE VENDOR.

SPECIFICATIONS REFERENCED ARE HEREBY MADE A PART OF THIS INVITATION FOR BID AND MAY BE OBTAINED BY CONTACTING THE BUYER LISTED ON PAGE 1.

CONTRACT NO: 4018265
G67056 : ORDER / DELIVERY REQUIREMENTS:
DELIVERY OF DEPARTMENT OF TRANSPORTATION PAINT SHALL BE MADE UPON RECEIPT OF FAXED ORDER FROM THE DISTRICT(S) PAINT CREW SUPERVISOR FOR THE SPECIFIC DISTRICT(S) LOCATION. THE ORDER WILL BE FAXED TO THE VENDOR AND THE VENDOR SHALL FAX A CONFIRMATION OF EACH ORDER WITHIN 24 HOURS, EXCLUDING WEEKENDS AND STATE HOLIDAYS.

OTHER STATE AGENCIES AND LOCAL GOVERNMENTAL UNITS SHALL USE THEIR OWN INDIVIDUAL ORDERING METHODS AND DOCUMENTS.

STATE AGENCY DELIVERY REQUIREMENTS:

THE PAINT SHALL BE DELIVERED NO LATER THAN 15 CALENDAR DAYS AFTER THE DATE THE ORDER WAS CONFIRMED, OR AFTER RECEIPT OF ORDER (ARO), UNLESS OTHERWISE SPECIFIED AT THE TIME OF ORDER.

VENDOR SHALL NOTIFY LOCATION OF DELIVERY BY PHONE AT LEAST 24 HOURS IN ADVANCE OF ARRIVAL OF EACH SHIPMENT. DELIVERIES SHALL BE MADE DURING THE WORK WEEK ( MONDAY THROUGH THURSDAY ) DURING REGULAR WORK HOURS (8:00 A.M. TO 2:00 P.M. CENTRAL TIME). DISTRICTS NEED SUFFICIENT TIME TO COMPLETE ALL UNLOADING BEFORE THE END OF THE WORK DAY UNLESS PRIOR ARRANGEMENTS ARE MADE WITH THE RECEIVING OFFICER TO WHOM SHIPMENT IS TO BE MADE.

THE REQUIRED ORDER/DELIVERY SCHEDULE FOR LOCAL GOVERNMENTAL UNITS PARTICIPATING IN THIS CONTRACT IS AS FOLLOWS:

FOR ORDERS PLACED WITH THE VENDOR BY APRIL 15,
DELIVERIES SHALL BE MADE IN FULL BY JUNE 30.

FOR ORDERS PLACED WITH THE VENDOR BY MAY 15,
DELIVERIES SHALL BE MADE IN FULL BY JULY 31.

LOCAL GOVERNMENTAL UNITS SHOULD VERIFY THAT THEIR ORDER(S) HAVE BEEN RECEIVED BY THE VENDOR, AND SPECIFY DELIVERY DAYS/HOURS AVAILABILITY.

LATE SEASON ORDERS & DELIVERY:
PARTICIPANTS OF THE RISULTANT CONTRACT MAY ORDER ADDITIONAL DELIVERIES AFTER MAY 15, WHEN SUPPLY EXISTS AND UPON MUTUAL AGREEMENT OF BOTH THE PARTIES, TO PROVIDE SUPPLY FOR UNANTICIPATED FUTURE REQUIREMENTS.

DELIVERY INSTRUCTIONS:

REASONABLE EFFORTS SHALL BE MADE TO SHIP COMPLETE LOTS OR BATCHES TO A SINGLE LOCATION AND LIMIT DELIVERIES TO NOT MORE THAN FOUR TRUCKLOADS PER DAY PER LOCATION.

ALL ORDERS FOR THE STATE AND THOSE PARTICIPATING LOCAL GOVERNMENTAL UNITS SHALL BE DELIVERED P.O.R. DESTINATION PREPAID.

THE VENDOR SHALL MAKE ALL DELIVERIES OF PAINT ON FLATBED TRUCKS WITH REMOVABLE SIDES FOR FORKLIFT UNLOADING. UPON AGENCY REQUEST, DRUMMED PAINT SHALL BE BANDDED TOGETHER AND DELIVERED ON PALLETS SUITABLE FOR FORKLIFT UNLOADING, TO FACILITATE SAFE UNLOADING. VENDOR SHALL ADD-ON THE COST OF PALLETS DELIVERED TO THE AGENCY INVOICE AS A SEPARATE LINE ITEM.

UPON REQUEST, LOCAL GOVERNMENTAL UNITS SHALL HAVE DRUMMED PAINT DELIVERED ON PALLETS. DRUMMED PAINT SHALL BE BANDDED TOGETHER AND DELIVERED ON PALLETS SUITABLE FOR FORKLIFT UNLOADING, TO PROMOTE SAFE UNLOADING. EACH GOVERNMENTAL UNIT SHALL BE RESPONSIBLE FOR NOTIFYING THE VENDOR WHEN SHIPMENTS ARE TO BE PALLETED. VENDOR SHALL ADD-ON THE COST OF PALLETS DELIVERED TO THE AGENCY INVOICE AS A SEPARATE LINE ITEM.

REASONABLE EFFORTS SHALL BE MADE TO ORDER PAINT IN FULL TRUCKLOAD QUANTITIES AND RETURN A MINIMUM OF TWO (2) TOTES FROM THE PREVIOUS ORDER FOR EVERY THREE (3) DELIVERED ON THE CURRENT ORDER AND THE RETURN OF ANY TOTES REMAINING FROM THE PRIOR ORDER.

DRUM AND TOTE RESPONSIBILITIES:

DRUM DISPOSAL SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR. THE VENDOR SHALL COMPLY WITH THE GUIDELINES SET FORTH IN THIS RESOURCE
CONSERVATION RECOVERY ACT (RCRA). VENDOR SHALL NOTIFY THE ENGINEER OF OPERATION, 2300 S. DIXIE RD, SPRINGFIELD, IL 62764, (217) 782-8606, REGARDING THE DISPOSAL PROCEDURES. THE EMPTY DRUMS ARE TO BE REMOVED FROM STATE PROPERTY WITHIN 60 DAYS OF NOTIFICATION TO THE VENDOR OR HIS DESIGNEE. THE STATE WILL EXERCISE NORMAL CARE IN HANDLING BUT Assumes NO LOSS OR DAMAGE TO THE DRUMS.

SHOULD THE STATE FAIL TO REQUEST THE PICKUP OF ANY REMAINING TOTES FROM AGENCY LOCATION(S) PRIOR TO OCTOBER 31 OF EACH CONTRACT YEAR, THE STATE SHALL PAY $2.50 PER DAY PER TOTE FOR EACH DAY THE TOTE IS HELD, UP TO THE DATE THAT PICKUP IS REQUESTED.

PENALTIES FOR REMAINING TOTES SHALL BE BILLED TO THE ORDERING ENTITY ON A SEPARATE INVOICE UPON VENDOR'S RETRIEVAL OF ALL TOTES.

ALL EMPTY TOTES THAT ARE RETURNED BY THE STATE TO THE VENDOR SHALL BE THOROUGHLY CLEANED BY THE VENDOR TO PREVENT ANY CONTAMINATION OF ANY FUTURE PAINT SHIPMENTS TO THE STATE. THIS REQUIREMENT SHALL BE STRICTLY ENFORCED. ALL EMPTY TOTES SHALL BE CHECKED BY THE AGENCY PRIOR TO BEING RETURNED TO THE VENDOR TO CONFIRM THAT THE TOTES HAVE NOT BEEN CONTAMINATED WITH ANY FOREIGN MATERIALS BY USER AGENCY'S PERSONNEL. ANY TOTE THAT HAS BEEN CONTAMINATED BY USER AGENCY SHALL BE PROPERLY CLEANED BY SUCH AGENCY PRIOR TO IT BEING RETURNED TO THE VENDOR. TOTES THAT PROHIBIT THE FLOW OF PAINT DUE TO IMPROPER MAINTENANCE BY VENDOR SHALL BE RETURNED AT VENDOR'S EXPENSE FOR AN IMMEDIATE EXCHANGE.

INVOICES FOR STATE AGENCIES:

INVOICES SHALL BE SENT TO EACH OF THE DISTRICTS TO WHOM SHIPMENT IS MADE OR AS STATED ON INDIVIDUAL ORDERS.

THE BILL OF LADING SHALL INCLUDE THE CONTRACT NUMBER, DELIVERY ORDER REFERENCE NUMBER, BATCH / LOT NUMBER, THE QUANTITY, COLOR, METHOD OF DELIVERY ( TOTE, DRUM ), UNIT PRICE, EXTENDED PRICE, TOTAL PRICE AND DELIVERY LOCATION.

INVOICES FOR JOINT PURCHASING:

INVOICES FOR GOVERNMENTAL UNITS SHALL BE MAILED DIRECTLY TO THE LOCAL GOVERNMENTAL UNIT FOR WHICH SHIPMENT IS MADE AS STATED ON SAID ORDERS.

CONTRACT NO: 4018265
G67057 : SHIPMENTS / INSPECTION / TESTING:

DRUM/TOTE FILLING:

THE GALLONAGE TO BE DELIVERED UNDER THE RESULTANT CONTRACT SHALL BE DETERMINED BY WEIGHT. EACH DRUM/TOTE SHALL BE FILLED BY WEIGHT IN ORDER TO VERIFY THE GALLONAGE OF PRODUCT IN EACH DRUM/TOTE. THE GROSS WEIGHT OF THE FULL DRUM/TOTE, THE TARE WEIGHT OF THE EMPTY DRUM/TOTE AND THE NET WEIGHT OF CONTAINED PAINT SHALL BE REPORTED. A NEW TARE WEIGHT SHALL BE DETERMINED ON EACH DRUM / TOTE PRIOR TO EVERY FILL. ALL WEIGHTS SHALL BE COMPUTED WITH THE USE OF DOT APPROVED WEIGHTING EQUIPMENT ON THE VENDOR'S PREMISES.

WEIGHT-INS:

ALL STATE PAINT SHIPMENTS, DRUMMED AND TOTE AND THOSE JOINT PURCHASING PARTICIPANTS WHERE ORDERS EXCEED A MINIMUM OF 3,300 GALLONS SHALL BE WEIGHED ON CERTIFIED SCALE. FOR EACH DELIVERY LOCATION WEIGHT-INS SHALL BE MADE BEFORE AND AFTER DELIVERY AT A MUTUALLY AGREED SCALE LOCATION NEAR THE DESTINATION TO VERIFY THE QUANTITY DELIVERED.

A SCALE TICKET SHALL BE EVIDENCE THAT A WEIGH-IN WAS MADE. EACH SCALE TICKET MUST SHOW THE FOLLOWING INFORMATION IN ADDITION TO THE REGISTERED SCALE READING:

1. LOCATION OF CERTIFIED SCALE
2. THE IDENTIFICATION NUMBER OF THE DELIVERY TRUCK
3. THE SIGNATURE OF THE DELIVERY TRUCK DRIVER
4. THE DATE AND TIME WHEN WEIGH-IN WAS MADE
THE AFTED DELIVERY WEIGHT SHALL BE PROVIDED TO THE DOT LOCATION THAT
THE SHIPMENT WAS MADE TO WITHIN 24 HOURS OF DELIVERY.

COPIES OF THE SCALE TICKETS VERIFYING THE WEIGHT CONTENT OF EACH
SHIPMENT SHALL ACCOMPANY EACH CORRESPONDING INVOICE.

THE COST OF WEIGH-INS SHALL BE BORNE BY THE VENDOR.

INSPECTION AND TESTS:

THE VENDOR SHALL NOTIFY THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
BUREAU OF MATERIALS AND PHYSICAL RESEARCH, 126 EAST ASH STREET,
SPRINGFIELD, IL 62704 (217)782-7218 PRIOR TO MANUFACTURE OF PAINT.

ACCEPTANCE OF EACH LOT OF PAINT WILL BE BASED ON CERTIFICATION BY THE
MANUFACTURER. THE MANUFACTURER SHALL SUBMIT TO THE BUREAU OF
MATERIALS AND PHYSICAL RESEARCH A CERTIFICATION FOR EACH LOT OF PAINT
STATE THAT THE RAW MATERIALS USED AND THE FINISHED PRODUCT MEET ALL
THE REQUIREMENTS OF THE SPECIFICATION. INCLUDED WITH THIS STATEMENT
SHALL BE THE MANUFACTURER'S TEST RESULTS WHICH SHALL BE SIGNED BY AN
AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER.

THE MINIMUM TESTS PERFORMED BY THE MANUFACTURER SHALL INCLUDES
DENSITY ( ASTM D 1475 ), VISCOSITY ( ASTM D 562 ), FINESS OF
DISPERSION ( ASTM D 1210 ), COLOR AND DIRECTIONAL REFLECTANCE
( ASTM E 1349 ), DRYING ( NO PICKUP ) TIMES ( ASTM D 711 ),
PERCENT PIGMENT ( ASTM D 3723 ), TOTAL SOLIDS ( ASTM D 2369 ),
VEHICLE NON-VOLATILE ( CALCULATED ), AND DRY OPAQICY ( FIMS 141A
MO4121 PROCEDURE B ).

TEST PROCEDURES AND EQUIPMENT SHALL COMPLY WITH THE APPLICABLE ASTM
STANDARDS. A COPY OF THE CERTIFICATION STATEMENT AND TEST RESULTS
SHALL ACCOMPANY EACH SHIPMENT OF PAINT, WHETHER THE PAINT IS DELIVERED
TO STATE OR TO LOCAL GOVERNMENTAL UNITS. PAINT DELIVERED WITHOUT THE
CERTIFICATION STATEMENT WILL BE REFUSED AND RETURNED TO THE PAINT
VENDOR AT THE VENDOR'S EXPENSE.

RANDOM DESTINATION SAMPLES WILL BE TAKEN BY THE DEPARTMENT AND LOCAL
GOVERNMENTAL UNITS TO VERIFY COMPLIANCE WITH THE SPECIFICATION.
FAILED SAMPLES OF TESTED PAINT SHALL RESULT IN HAVING THE ENTIRE
LOT REPLACED AT THE VENDOR'S EXPENSE. AT THE MANUFACTURER'S REQUEST,
ONE RESAMPLING OF ANY MATERIAL THAT FAILS TO MEET THE SPECIFICATION
REQUIREMENTS WILL BE ALLOWED WITH THE MANUFACTURER'S REPRESENTATIVE
PRESNT.

IF THE TEST RESULTS OBTAINED ON RANDOM DESTINATION SAMPLES INDICATE A
PATTERN OF NON-COMPLIANCE TO ANY SPECIFICATION REQUIREMENT, THE PAINT
MANUFACTURER WILL BE CONSIDERED A DEGRATIFIED SOURCE. MATERIAL FROM A
DEGRATIFIED SOURCE WILL BE ACCEPTED ONLY BY TESTING AND APPROVING
DEGRATIFIED SAMPLES FROM EACH LOT OF PAINT. CERTIFICATION MAY BE
REINSTATED, AT THE DISCRETION OF THE DEPARTMENT, WHEN SUFFICIENT
SAMPLING AND TESTING HAVE BEEN CONDUCTED TO INSURE THAT CONTROL
HAS BEEN RE-ESTABLISHED.

AT THE DEPARTMENT OF TRANSPORTATION'S OPTION, DIFFERENT SAMPLING
ARRANGEMENTS MAY BE MADE USING OTHER GOVERNMENT AGENCIES OR
INDEPENDENT INSPECTION LABORATORIES. LOCAL GOVERNMENTAL UNITS WILL
BE RESPONSIBLE FOR THEIR OWN SAMPLES.

THE DEPARTMENT RESERVES THE RIGHT TO INSPECT THE MANUFACTURER'S PLANT
AND LABORATORY, INCLUDING TEST EQUIPMENT AND TEST PROCEDURES PRIOR TO
AWARD AND ANY TIME DURING THE MANUFACTURING OPERATION.

IF THE INSPECTION IS MADE AT THE POINT OF MANUFACTURE, THE VENDOR
SHALL BEAR THE COST OF LODGING, MEALS AND TRANSPORTATION NOT TO EXCEED
THREE VISITS PER CONTRACT PERIOD FOR AN ILLINOIS DEPARTMENT OF
TRANSPORTATION INSPECTOR OR AUTHORIZED AGENT TO SAMPLE AND/OR TEST
THE PAINT PRIOR TO SHIPMENT.

THE COST OF LODGING AND MEALS SHALL NOT EXCEED THE LIMITS ESTABLISHED
BY DEPARTMENT OF TRANSPORTATION TRAVEL REGULATIONS.

SPECIAL REQUIREMENTS:
THE VENDOR SHALL SUBMIT DETAILED SHIPPING INFORMATION FOR ALL
ORDERS (NUMBER OF DRUMS, BATCH NUMBER, AND SHIP TO LOCATIONS)
BY FAX EACH MONDAY, DURING THE CONTRACT PERIOD, TO THE BUREAU
OF STRATEGIC SOURCING AND PROCUREMENT REGARDING ALL SHIPMENTS.

SUBMITTALS SHALL BE FAXED TO: WAYNE IGSLEY, FAX #: (217) 782-5187.

CONTRACT NO: 4010265
G67072 : SHIP TO / T.M.P. QUANTITIES 2017:

ESTIMATED QUANTITIES AS LISTED BELOW:

CY'17-'18 QUANTITY/LOCATION FOR ILLINOIS DEPARTMENT OF TRANSPORTATION:

COMMODITY NUMBER: * * * * * * * * * * * 2641-670-0012 * 2641-670-0013
COMMODITY COLOR: * * * * * * * * * * * WHITE GALLON * YELLOW GALLON

** ** ********** ********** ********** **********

49421-01
NORTH SIDE SIGN SHOP
7151 FOREST PRESERVE DRIVE
CHICAGO, IL 60634  773-685-8286

49421-02
SOUTH SIDE SIGN SHOP
15940 S. CRAWFORD AVE.
MERRIEN, IL 60426  708-597-9800

49421-03
NEW BOX SIGN SHOP
595 S. STATE ST., DR.F, DOOR 22
ELGIN, IL 60123  847-741-5302

49422-01
DISTRICT 2 - STORAGE YARD
2703 W. 4TH STREET
DIXON, IL 61021  815-284-5475

49421-07
DISTRICT 3 - ASHKUM MAINTENANCE
JCT OF I-55 & IL 116
ASHKUM, IL 60911  815-698-2223

49421-00
DISTRICT 3
700 E. NORRIS DRIVE
OTTAWA, IL 61350  815-434-8437

49421-02
DISTRICT 3 - STATE TRANSPORTATION BLDG.
401 S. IROQ ST.
PONTIAC, IL 61764  815-844-7554

49421-17
DISTRICT 4 - TRAFFIC OPERATIONS
6500 W. HWY. 150
EDWARDS, IL 61528  309-734-2912

49421-11
DISTRICT 4 - MONMOUTH OPERATIONS
710 180-TH AVENUE, ROUTE 4
MONMOUTH, IL 61462  309-734-2912

49421-CH
DISTRICT 5 - CHAMPAIGN SIGN SHOP
201 WISNER ROAD
CHAMPAIGN, IL 61822

0 GAL.  0 GAL.

2,940 GAL.  4,940 GAL.

0 GAL.  0 GAL.

2,940 GAL.  2,940 GAL.

52,920 GAL.  36,540 GAL.

5,860 GAL.  2,940 GAL.

17,640 GAL.  8,820 GAL.

11,760 GAL.  5,880 GAL.

0 GAL.  0 GAL.

5,250 GAL.  2,940 GAL.

13,230 GAL.  4,410 GAL.
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<tr>
<th>Description</th>
<th>Gallons</th>
<th>Gallons</th>
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<tr>
<td>49424-AD D1</td>
<td>8,820</td>
<td>2,940</td>
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<tr>
<td>D1 DISTRICT 5 - WILMINGTON STORAGE</td>
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<td>2621 S VETERANS PKWY</td>
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<td>BLOOMINGTON, IL 61701</td>
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<td>49425-23 D1</td>
<td>8,820</td>
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<td>D1 DISTRICT 5 - SIGN SHOP</td>
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<td>TRANSPORTATION BUILDING &quot;C&quot;</td>
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<td>Rt. 133 WEST</td>
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<td>PARIS, IL 61944</td>
<td>217-465-4181</td>
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<td>49426-24 D1</td>
<td>50,000</td>
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<td>D1 DISTRICT 6 - DIVISION OF HIGHWAYS</td>
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<tr>
<td>TRAFFIC FACILITY</td>
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<td>701 N MACARTHUR BLVD.</td>
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<td>SPRINGFIELD, IL 62704</td>
<td>217-785-0288</td>
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<td>49427-16 D1</td>
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<td>D1 DISTRICT 7 - EFFINGHAM COUNTY</td>
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<td>1900 W NATIONAL, RT 40 WEST</td>
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<td>EFFINGHAM, IL 62031</td>
<td>217-342-3951</td>
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<td>49428-01 D1</td>
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<td>D1 DISTRICT 8 - TRAFFIC MAINT. BLDG.</td>
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<td>9501 ST CLAIR AVE</td>
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<tr>
<td>FAIRVIEW HEIGHTS, IL 62208</td>
<td>618-346-1262</td>
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<tr>
<td>49429-07 D1</td>
<td>37,170</td>
<td>15,750</td>
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<tr>
<td>D1 DISTRICT 9 - STATE STORAGE YARD</td>
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<tr>
<td>15305 N HIGHWAY 227</td>
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<tr>
<td>MURPHYSBORO, IL 62966</td>
<td>618-687-3312</td>
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**Commodity Number:** 2641-670-0013
**Commodity Color:** WHITE GALLON YELLOW GALLON

**Totals:** 258,190 GALL. 142,800 GALL.

The following list represents the anticipated usage requirements obtained by a survey process of participating governmental units.

<table>
<thead>
<tr>
<th>Circuit</th>
<th>Local Government Unit Location</th>
<th>White Gallon</th>
<th>Yellow Gallon</th>
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<tbody>
<tr>
<td>ADAMS COUNTY HWY DEPT. QUINCY</td>
<td>275 GALL.</td>
<td>3,300 GALL.</td>
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<td>ALGONQUIN TOWNSHIP ROAD, CRYSTAL LAKE</td>
<td>495 GALL.</td>
<td>220 GALL.</td>
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<tr>
<td>BATavia, CITY OF</td>
<td>GAL.</td>
<td>GAL.</td>
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<tr>
<td>BLOOMINGTON-NORMAL AIRPORT, BLOOMINGTON</td>
<td>385 GALL.</td>
<td>440 GALL.</td>
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<tr>
<td>BOONE Cnty. HWY. DEPT., BELVIDERE</td>
<td>3,465 GALL.</td>
<td>4,785 GALL.</td>
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<tr>
<td>BUFFALO GROVE, VILLAGE OF</td>
<td>950 GALL.</td>
<td>950 GALL.</td>
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<tr>
<td>BUREAU Cnty. HWY. DEPT., PRINCETON</td>
<td>1,650 GALL.</td>
<td>4,400 GALL.</td>
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<tr>
<td>CARBONDALE, CITY OF</td>
<td>GAL.</td>
<td>GAL.</td>
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<tr>
<td>CHICAGO EXECUTIVE AIRPORT</td>
<td>GAL.</td>
<td>GAL.</td>
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<tr>
<td>CHRISTIAN Cnty., TAYLORVILLE</td>
<td>1,650 GALL.</td>
<td>1,760 GALL.</td>
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<td>DRAFHER, CITY OF</td>
<td>330 GALL.</td>
<td>550 GALL.</td>
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<tr>
<td>DUPage, COUNTY OF</td>
<td>2,500 GALL.</td>
<td>5,500 GALL.</td>
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<tr>
<td>DIXON POLICE DEPARTMENT, DIXON</td>
<td>330 GALL.</td>
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<tr>
<td>GULFORD TOWNSHIP, ELIZABETH</td>
<td>385 GALL.</td>
<td>495 GALL.</td>
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<td>HAMACK COUNTY HWY. DEPT., CARHAG</td>
<td>80 GALL.</td>
<td>880 GALL.</td>
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<tr>
<td>HENRY Cnty. HWY. DEPT., CAMBRIDGE</td>
<td>3,465 GALL.</td>
<td>2,310 GALL.</td>
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<td>ILLINOIS CENTRAL COLLOR, EAST PENOA</td>
<td>310 GALL.</td>
<td>330 GALL.</td>
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<td>KANKAKEE Cnty. HWY. DEPT., KANKAKEE</td>
<td>4,950 GALL.</td>
<td>3,960 GALL.</td>
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<td>LAKE CNTY. TRANS., LIBERTYVILLS</td>
<td>GAL.</td>
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<td>LAGANDE Cnty. HWY. DEPT., OTTARA</td>
<td>9,020 GALL.</td>
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<td>LES CNTY. HWY. DEPT., HABOT</td>
<td>2,255 GALL.</td>
<td>4,510 GALL.</td>
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<tr>
<td>LIVINGSTON Cnty. HWY. DEPT., PONTIAC</td>
<td>1,540 GALL.</td>
<td>3,080 GALL.</td>
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<td>LOGAN Cnty. BOARD AIRPORT, LINCOLN</td>
<td>GAL.</td>
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<td>MACON Cnty. HWY. DEPT., DECATOM</td>
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<td>MACOUFAN Cnty.HWY.DEPT., CARLINVILLE</td>
<td>1,870 GALL.</td>
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<td>MADISON Cnty.HWY.DEPT., EDWARDSVILLE</td>
<td>2,750 GALL.</td>
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<td>MCQIBRY Cnty. HWY. DEPT., WOODSTOCK</td>
<td>GAL.</td>
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<td>Mchenry Township Road, Mchenry</td>
<td>1,540 GAL.</td>
<td>1,760 GAL.</td>
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<td>Mclean Cnty. Hwy. Dept., Bloomington</td>
<td>11,550 GAL.</td>
<td>6,820 GAL.</td>
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<td>Nunda Twp., Road Dist., Crystal Lake</td>
<td>- GALL</td>
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<tr>
<td>Ogle Cnty. Hwy. Dept., Oregon</td>
<td>2,360 GALL</td>
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<td>Pike Cnty. Hwy. Dept., Pittspield</td>
<td>- GALL</td>
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<tr>
<td>Quincy, City Of</td>
<td>715 GALL</td>
<td>990 GALL</td>
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<td>Rantoul, Village Of</td>
<td>- GALL</td>
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<tr>
<td>Rock Island Cnty. Hwy. Dept., Milan</td>
<td>5,000 GALL</td>
<td>2,000 GALL</td>
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<tr>
<td>Rockford, City Of</td>
<td>- GALL</td>
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<tr>
<td>Sangamon Cnty. Hwy. Dept., Springfield</td>
<td>6,150 GALL</td>
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<td>Springfield, City Of</td>
<td>825 GALL</td>
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<td>Springfield Airport Authority, Spfld</td>
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<td>Stephenson Cnty. Hwy. Dept., Stephenson</td>
<td>1,320 GALL</td>
<td>2,585 GALL</td>
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<tr>
<td>Tazewell County Hwy. Dept., Tremont</td>
<td>4,125 GALL</td>
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<tr>
<td>Vandalia, City Of</td>
<td>110 GALL</td>
<td>165 GALL</td>
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<tr>
<td>Whiteside Cnty. Hwy. Dept., Morrison</td>
<td>6,250 GALL</td>
<td>3,970 GALL</td>
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<tr>
<td>Winnebago Cnty. Hwy. Dept., Rockford</td>
<td>16,170 GALL</td>
<td>10,920 GALL</td>
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<tr>
<td>Woodford Cnty. Hwy. Dept., Rooseke</td>
<td>4,510 GALL</td>
<td>4,400 GALL</td>
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************************************************************************************ ******************** ******************** ********************
TOTAL PROJECTED '17-'18 J.P. REQUIREMENTS: 99,050 GALL 97,950 GALL

CONTRACT NO: 4012865
067073 : SHIP TO / T.M.P. QUANTITIES 2016:

ESTIMATED QUANTITIES AS LISTED BELOW:

CY '16-'17 QUANTITY/LOCATION FOR ILLINOIS DEPARTMENT OF TRANSPORTATION:

COMMODITY NUMBER: ** ** ** ** ** ** ** ** ** * 2641-670-0012 * 2641-670-0013
COMMODITY COLOR: ** ** ** ** ** ** ** ** ** WHITE GALLON YELLOW GALLON

49421-01
North Side Sign Shop
7151 Forest Preserve Drive
Chicago, IL 60634 773-605-8386

49421-02
South Side Sign Shop
15940 S. Crawford Ave.
Markham, IL 60426 708-597-9800

49421-03
New Lenox Sign Shop
SE Pvt. Rd. US 30 & I-80
New Lenox, IL 60451 815-685-6475

49421-04
Elgin Sign Shop
585 S. State St., Dr. F, Door 22
Elgin, IL 60123 847-741-5302

49422-01
District 2 - Storage Yard
3703 W. 4TH Street
Dixon, IL 61021 815-284-5475

49423-07
Dist.3 - Ashkum Maintenance
Jct of I-55 & IL 116
Ashkum, IL 60911 815-698-2223

49423-00
District 3
700 E. Norris Drive
Ottawa, IL 61350 815-434-8437

49423-02
Dist.3 - State Transportation Bldg.
401 S. Ladd St.
Pontiac, IL 61764 815-844-7554
49424-17
DISTRIBUTION 4 - TRAFFIC OPERATIONS
6500 W. HWY. 150
EDWARDS, IL 61528 309-734-2912

49424-14
DIST. 4 - MONMOUTH OPERATIONS
710 180-TH AVENUE, ROUTE 4
MONMOUTH, IL 61462 309-734-2912

49425-CH
DIST. 5 - CHAMPAIGN SIGN SHOP
201 EISNER ROAD
CHAMPAIGN, IL 61822

49424-AD
DIST. 5 - BLOOMINGTON STORAGE
2621 S VETERANS PKWY
BLOOMINGTON, IL 61701

49425-23
DISTRICT 5 - SIGN SHOP
TRANSPORTATION BUILDING "C"
RT. 133 WEST
PARIS, IL 61944 217-465-4181

49426-24
DIST. 6 - DIVISION OF HIGHWAYS
TRAFFIC FACILITY
701 W. MACARTHUR BLVD.
SPRINGFIELD, IL 62704 217-785-0288

49427-16
DIST. 7 - EFFINGHAM COUNTY
1200 W. NATIONAL, RT. 40 WEST
EFFINGHAM, IL 62401 217-342-3951

49428-01
DIST. 8 - TRAFFIC MAINT. HLDS.
9601 ST. CLAIR AVE.
FAIRVIEW HEIGHTS, IL 62208 618-346-3262

49429-07
DIST. 9 - STATE STORAGE YARD
15305 W. HIGHWAY 127
MURphysboro, IL 62966 618-687-3312

****** ****** ****** ****** ****** ****** ******

COMMODOITY NUMBER: ** * * * * * * * * * 2641-670-0012 * 2641-670-0013
COMMODOITY COLOR: ** * * * * * * * * * WHITE GALLON * YELLOW GALLON

****** ****** ****** ****** ****** ****** ******

TOTALS:
318,570 GAL. * 154,230 GAL.

THE FOLLOWING LIST REPRESENTS THE ANTICIPATED USAGE REQUIREMENTS
OBTAINED BY A SURVEY PROCESS OF PARTICIPATING GOVERNMENTAL UNITS.

CIN: ** * * * * * * * * * * * * * 2641-670-0010 * 2641-670-0011 *
LOCAL GOVERNMENTAL UNIT LOCATION: * WHITE GALLON * YELLOW GALLON

****** ****** ****** ****** ****** ****** ******

ADAMS COUNTY HIGHWAY DEPT., QUINCY:
ALGONQUIN TOWNSHIP ROAD, CRYSTAL LAKE:
BATAVIA, CITY OF:
BLOOMINGTON-NORMAL AIRPORT, BLOOMINGTON:
BOGUE CITY, HWY. DEPT., BELVIDERE:
BUFFALO GROVE, VILLAGE OF:
BURLINGTON CITY, HWY. DEPT., PRINCETON:
CARBONDALE, CITY OF:
CHICAGO EXECUTIVE AIRPORT:
CHRISTIAN CNTY., TAYLORVILLE:
DECatur, CITY OF:
DUPage, COUNTY OF:

0 GAL. 3,025 GAL.
495 GAL. 275 GAL.
- GAL. - GAL.
550 GAL. 275 GAL.
1,045 GAL. 3,610 GAL.
990 GAL. 660 GAL.
1,250 GAL. 4,400 GAL.
395 GAL. 550 GAL.
- GAL. - GAL.
1,375 GAL. 1,430 GAL.
550 GAL. 1,150 GAL.
3,000 GAL. 7,080 GAL.
DIXON POLICE DEPARTMENT, DIXON: 165 GAL. 605 GAL.
GULFORD TOWNSHIP, MIZABETH: 440 GAL. 440 GAL.
HANCOCK COUNTY HWY. DEPT., CARTHAGE 1,100 GAL. 1,100 GAL.
HENRY CNTY. HWY. DEPT., CAMBRIDGE: 2,530 GAL. 3,300 GAL.
KANKAKEE CNTY. HWY. DEPT., KANKAKEE: 7,205 GAL. 1,270 GAL.
LAKE CNTY. TRANS., LIBERTYVILLE: - GAL. - GAL.
LASSALLE CNTY. HWY. DEPT., OTTUMA: 9,020 GAL. 5,500 GAL.
LEE CNTY. HWY. DEPT., GADSBY: 2,255 GAL. 4,510 GAL.
LIVINGSTON CNTY. HWY. DEPT., FONTIAC: 1,705 GAL. 2,640 GAL.
LOGAN CNTY. BOARD AIRPORT, LINCOLN: - GAL. - GAL.
MACON CNTY. HWY. DEPT., DECATUR: - GAL. - GAL.
MACOUPIN CNTY. HWY. DEPT., CARLINVILLE: 12,000 GAL. 0 GAL.
MADISON CNTY. HWY. DEPT., EDWARDSVILLE: 3,135 GAL. 3,025 GAL.
MCLEAN CNTY. HWY. DEPT., WOODSTOCK: - GAL. - GAL.
MCLENNY TOWNSHIP ROAD, MCLENNY: 1,870 GAL. 1,870 GAL.
MCL INNY CNTY. HWY. DEPT., BLOOMINGTON: 7,590 GAL. 6,820 GAL.
MUNDAY TWP. ROAD DIST., CRYSTAL LAKE: 880 GAL. 660 GAL.
GOLE CNTY. HWY. DEPT., ORRSD: 2,420 GAL. 4,015 GAL.
PIKE CNTY. HWY. DEPT., FITZFIELD: 0 GAL. 1,100 GAL.
QUINCY, CITY OF: - GAL. - GAL.
RANTOUL, VILLAGE OF: - GAL. - GAL.
ROCK ISLAND CNTY. HWY. DEPT., MILAN: 5,000 GAL. 2,500 GAL.
ROCKFORD, CITY OF: 4,125 GAL. 1,925 GAL.
SANGAMON CNTY. HWY. DEPT., SPRINGFIELD: 5,940 GAL. 5,720 GAL.
SPRINGFIELD, CITY OF: 1,870 GAL. 3,300 GAL.
SPRINGFIELD AIRPORT AUTHORITY, SFPLD: - GAL. - GAL.
STEPHENSON CNTY. HWY. DEPT., STEPHENSON: 1,265 GAL. 2,530 GAL.
TAXWELL COUNTY HWY. DEPT., TAMM: 7,150 GAL. 950 GAL.
VANDALIA, CITY OF: 55 GAL. 110 GAL.
WHITE STAR CNTY. HWY. DEPT., MORRISON: 5,805 GAL. 3,805 GAL.
WINNEBAGO CNTY. HWY. DEPT., ROCKFORD: 16,250 GAL. 10,920 GAL.
WOODFORD CNTY. HWY. DEPT., ROANOKE: 2,200 GAL. 3,300 GAL.

****************** ************** **
TOTAL PROJECTED '16-'17 J.P. REQUIREMENTS: 110,915 GAL. 91,900 GAL.

CONTRACT NO: 4018265
Q00241 : ECONOMIC ADJUSTMENT CLAUSE:

ALL PRICES MUST REMAIN FIRM FOR THE FIRST SIX (6) MONTHS OF THIS CONTRACT. A PRICE CHANGE MAY BE CONSIDERED ONLY ONCE DURING EACH SIX (6) MONTH PERIOD THEREAFTER FOR AN INDUSTRY INDEX CHANCE AS DEFINED HEREIN.

ALL ADJUSTMENT REQUESTS SHALL BE MADE IN WRITING. VENDOR SHALL NOT BE ENTITLED TO APPLY AN UPWARD PRICE ADJUSTMENT WITHOUT FIRST OBTAINING APPROVAL OF SUCH REQUEST FROM THE BUREAU OF STRATEGIC SOURCING (BCSS). IN THE EVENT A DOWNWARD ADJUSTMENT IS WARRANTED, THE STATE RESERVES THE RIGHT TO ADJUST ONLY DURING ANY GIVEN TWELVE (12) MONTH PERIOD FOR THIS DECREASE. IT WILL BE THE RESPONSIBILITY OF THE VENDOR(S) TO NOTIFY BOSS OF ANY SUCH DECREASE.

MAXIMUM ALLOWABLE ADJUSTMENTS SHALL BE GOVERNED BY THE U.S. BUREAU OF LABOR STATISTICS PRODUCER PRICE INDEX (PPI) ITEM NUMBER AS FOLLOWS:
COMMODITY SERIES ID: WPC062103 - GROUP: CHEMICALS & ALLIED PRODUCTS ITEM: SPECIAL PURPOSE COATINGS, INDUSTRIAL & CONSTRUCTION COATINGS,

THE BASE PPI PUBLISHED INDEX WILL BE DETERMINED BY THE MONTH OF THE BID OPENING DATE. IF THE BID OPENING DATE OCCURS IN MAY, THEN THE BASE PPI WILL BE MAY'S PUBLISHED INDEX.

THE PUBLISHED PPI INDEX AT THE TIME OF REQUESTED ADJUSTMENT WILL BE DETERMINED BY THE MONTH AND DAY THE ADJUSTMENT WAS SUBMITTED TO BOSS REGARDLESS OF WHETHER IT IS A PRELIMINARY OR FINAL INDEX PUBLICATION. NO FURTHER ADJUSTMENTS WILL BE MADE ONCE THE MAXIMUM ALLOWABLE ADJUSTMENT HAS BEEN CALCULATED FOR THE GIVEN 12 MONTHS.

THE MAXIMUM ALLOWABLE ADJUSTMENT SHALL BE CALCULATED AS FOLLOWS:
THE MAXIMUM ALLOWABLE PRICE = A / B * C
A = BID PRICE
B = BASE PPI INDEX (DEFINED BY TIME OF BID OPENING)
C = PUBLISHED PPI INDEX AT TIME OF REQUESTED ADJUSTMENT

Packet Pg. 56
THE U.S. BUREAU OF LABOR STATISTICS WEB SITE CAN BE LOCATED AT HTTP://WWW.BLS.GOV/PPI/.

SHOULD THE REFERENCED PRODUCER PRICE INDEX (PPI) BECOME DISCONTINUED DURING THE CONTRACT, IT WILL BE REPLACED BY AN APPROPRIATE ALTERNATIVE PPI CHOSEN BY CMS AND ALL ADJUSTMENTS WILL BE CALCULATED BASED ON THE SAME METHODOLOGY AS OUTLINED ABOVE, BUT WITH DATA FROM THE REPLACEMENT INDEX.

REQUESTED ADJUSTMENTS SHALL INCLUDE THE CONTRACT NUMBER, COMMODITY NUMBER, LINE NUMBER, BID PRICE AND REQUESTED PRICE ADJUSTMENT.

IN ALL CASES THE CONTRACTOR MUST FILE A CLAIM FOR SUCH ADJUSTMENT PRIOR TO THE DELIVERY OF THE GOODS. IN ANY EVENT, THE CLAIM FOR SUCH ADJUSTMENTS WILL NOT APPLY TO RELEASE ORDERS EXECUTED PRIOR TO THE DATE THE BUREAU OF STRATEGIC SOURCING RECEIVED AN ECONOMIC ADJUSTMENT REQUEST.
ENNIS PAINT INC
1509 S KAUFMAN
ENNIS, TX 75119-7038

PRIME VENDOR: N
CONTRACT BEGIN DATE: 04/15/16

CONTACT NAME: ANNE SELBY
CONTACT PHONE: (800) 331-6118
CONTACT E-MAIL: ASEELBY@ENNISFLINT.COM

CONTRACT NO: 4018265
PAYMENT TERMS: NONE
DELIVERY: 15 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE: ENLEN
LEGAL STATUS: CORPORATION
CONTRACT END DATE: 04/14/18

CONTACT FAX: (336) 475-7500
<table>
<thead>
<tr>
<th>LINE#</th>
<th>DESCRIPTION/MPQ/BRAND</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>00001</td>
<td>COMMODITY CODE: 2641-670-0010 Painting, Traffic Marking White, Water Base 55 Gal. Drums, in accordance with the Illinois Department of Transportation 'Standard Specifications for Road and Bridge Construction, Adopted 01-01-12, Art. 1095.02, Paint Pavement Markings'</td>
<td>99050.000</td>
<td>GAL</td>
<td>N/A</td>
<td>$7.00000</td>
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<tr>
<td></td>
<td>VENDOR: ENNIS PAINT INC</td>
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<td></td>
<td>CONTRACT NO: 4018265</td>
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<tr>
<td>00002</td>
<td>COMMODITY CODE: 2641-670-0011 Painting, Traffic Marking Yellow, Waterbase 55 Gal. Drums, in accordance with the Illinois Department of Transportation 'Standard Specifications for Road and Bridge Construction, Adopted 01-01-12, Art. 1095.02, Paint Pavement Markings'</td>
<td>97950.000</td>
<td>GAL</td>
<td>N/A</td>
<td>$7.10000</td>
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<tr>
<td></td>
<td>VENDOR: ENNIS PAINT INC</td>
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<td></td>
<td>CONTRACT NO: 4018265</td>
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<tr>
<td>00003</td>
<td>COMMODITY CODE: 2641-670-0012 Painting, Traffic Marking White, Waterbase Totes. Painting and Tote in accordance with Illinois Department of Transportations' Standard Specifications Stated Herein.</td>
<td>258130.000</td>
<td>GAL</td>
<td>N/A</td>
<td>$6.95000</td>
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<td>ST STEEL: SMB</td>
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<td>PLASTIC: AWA</td>
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<td>TUBULAR STYLE CAGE: PMD</td>
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<td></td>
<td>VENDOR: ENNIS PAINT INC</td>
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<td>CONTRACT NO: 4018265</td>
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<tr>
<td>00004</td>
<td>COMMODITY CODE: 2641-670-0013 Painting, Traffic Marking Yellow, Waterbase Totes. Paint and Tote in accordance with Illinois Department of Transportations' Standard Specifications Stated Herein.</td>
<td>142900.000</td>
<td>GAL</td>
<td>N/A</td>
<td>$7.05000</td>
</tr>
<tr>
<td></td>
<td>ST STEEL: SMB</td>
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<td></td>
<td>PLASTIC: AWA</td>
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<tr>
<td>June 26, 2018</td>
<td>TUBULAR STYLE CAGE: PMD</td>
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<td></td>
<td>VENDOR: ENNIS PAINT INC</td>
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<tr>
<td></td>
<td>CONTRACT NO: 4018265</td>
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</tr>
</tbody>
</table>
REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

Date: Jan 15, 2018

Bid/Contract/PO: 

Company Name: Ennis-Flint, Inc.

Company Contact: Ellen Tuttle

Contact Phone: 336-436-9412

Contact Email: contracts@ennisflint.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>
<tbody>
<tr>
<td>Ellen Tuttle</td>
<td>(336) 436-9412</td>
<td><a href="mailto:etuttle@ennisflint.com">etuttle@ennisflint.com</a></td>
</tr>
<tr>
<td>Pete McCafferty</td>
<td>(630) 841-4711</td>
<td><a href="mailto:petem@ennisflint.com">petem@ennisflint.com</a></td>
</tr>
<tr>
<td>Anne Selby</td>
<td>(336) 308-3767</td>
<td><a href="mailto:aselby@ennisflint.com">aselby@ennisflint.com</a></td>
</tr>
<tr>
<td>Don Vermeer</td>
<td>(972) 689-4803</td>
<td><a href="mailto:don@ennisflint.com">don@ennisflint.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name: Zina Brooks

Title: Vice President

Date: Jan 15, 2018

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

2018-41
# 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 11/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$20,962.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPT.</th>
<th>CONTRACT TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRANSPORTATION COMMITTEE</td>
<td>$20,962.00</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 01/04/2018 10:31 AM
- Christopher Snyder: Completed 01/04/2018 10:59 AM
- Kathy Ostrowski: Completed 01/04/2018 12:52 PM
- James McGuire: Completed 01/12/2018 9:12 AM
- Paul Rafac: Completed 01/12/2018 3:34 PM
- Kathy Ostrowski: Completed 01/17/2018 9:55 AM
- Transportation Committee: Pending 02/06/2018 10:00 AM

---

Requisition under 25k dollars

2018-41
**Send Purchase Order To:**

Vendor #: 12912

William Vavrik, Ph.D., P.E.
Email: Wvavrik@ara.com

Address: 100 Trade Centre Drive, Suite 200
City: Champaign
State: IL
Zip: 61820-7322
Phone: 217-356-4500
Fax: 217-356-3088

**Send Invoices To:**

Dept: Division of Transportation
Division:

Attn:
Email:

Address: 421 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 6900
Fax:

**Send Payments To:**

Vendor #: 12912

Attn:
Email:

Address:
City:
State:
Zip:
Phone:
Fax:

**Payment Terms**

PER 50 ILCS 505/1

**F.O.B.**

Use for PO25 only

**F.O.B.**

Destination

**PO 20 Delivery Date**

Requisitioner

PO 20 only

**Contract Start Date**

Nov 30, 2018

**Contract End Date**

**Use for PO25 only**

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

2018 - Pavement Condition Rating/Annual Maintenance and Support Services

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

Last Invoice Date 11/30/19

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

Transportation - 11/16/18

**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></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Eva Hitchcock</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**  
Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program

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

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-53090
- [ ] 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(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [x] 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)

- **EMH**  
  Prepared By: __________________________  
  Date: Jan 3, 2018  
  Recommended for Approval: __________________________  
  Date: __________________________  
  IT Approval, if required: __________________________  
  Date: __________________________

- **REVIEWED BY (Initials Only)**  
  
  **Buyer**  
  Date: 1-12-18  
  Procurement Officer: __________________________  
  Date: 1-2-18

  **Chief Financial Officer**  
  (Decision Memos Over $25,000)  
  Date: 1-12-18  
  Chairman's Office: __________________________  
  (Decision Memos Over $25,000)  
  Date: __________________________

---

*Packet Pg. 64*

3/21/17
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: J Loper</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td>Contact Phone: 6900</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.

Approval of Professional Services Agreement for the Survey of DuPage County highway pavement condition, and annual maintenance and support services.

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

The DOT desires to contract with ARA for the purposes of updating its pavement condition assessment. Contract will include annual pavement inspection and condition rating as well as ongoing pavement database support and maintenance. DOT contracted with ARA in 2009 to survey pavement condition and to develop a program for the purposes of analyzing the pavement, forecasting pavement condition and estimating budgetary impact of pavement maintenance decisions.

Strategic Impact

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

Previously, the department utilized ad hoc rating and dissassociated pavement performance tracking procedures. Best management practices suggest regular (annual) review of pavement condition with the intent to ensure state of good repair on the County highway system. This contract conforms with those management practices and allows the DOT to review how its pavement performs over time. The RoadCare database affiliated with the pavement review tracks system wide pavement and recommends effective capital investment strategies for the DOT to follow in order to maintain adequate roadway condition.

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

This is a sole source as the RoadCare application and code are proprietary. Prior to selection in 2009, staff reviewed a variety of pavement maintenance applications. The DOT selected ARA as the preferred vendor after considering a variety of other applications. The vendor is considered a sole source for this application and no other vendors are licensed to provide support, maintenance, and/or application upgrades.

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

Staff recommends approval of the professional services contract as presented with no modifications. Other alternatives include DOT staff allocation to this task or to hire a different consultant to perform the reviews. Regarding internal allocation, the DOT presently does not have the same equipment or rating capabilities as ARA to complete the work in an efficient manner. ARA’s assessment capabilities are far more cost and time-efficient than those presently available to DOT staff. Hiring a different consultant to do pavement review is possible but they would not have access to the database nor would they be able to support that investment.

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 of this contract is anticipated to be $20,962.00. The DOT has sufficient funds appropriated for this contract.
**JUSTIFICATION FOR SOLE SOURCE**

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Applied Research Associates</td>
<td>RoadCare Software</td>
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</table>

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

Applied Research Associates' RoadCare Software is a County hosted product that includes proprietary licensing, code, applications, etc. This vendor was selected for a contract in 2009 after considering a number of firms/software applications. Applied Research Associates provides annual maintenance and support on the product and coordinates with County IT staff to provide software updates. Cost is not dependent on seats; it is generally licensed.

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

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

**REQUESTED SOURCE**

<table>
<thead>
<tr>
<th>Applied Research Associates</th>
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**CONTACT**

<table>
<thead>
<tr>
<th>Joe Stefanski</th>
</tr>
</thead>
</table>

**PHONE**

| (217) 356-4500 |

**WEBSITE**

| www.ara.com |

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

Database programming and coding unique to application software. Code and programming is proprietary.

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

No. However, no other vendors currently offer the software application that has been developed for and is currently being used by the DOT.

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

Features not available elsewhere as the software, programming and services are supplied directly to the County by ARA.

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**Signature on File** 1/4/18

**Department Approval**

**Signature on File** 1-12-18

**Purchasing Review**

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Packet Pg. 66
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
APPLIED RESEARCH ASSOCIATES, INC.
FOR PAVEMENT CONDITION RATING AND ANNUAL MAINTENANCE AND
SUPPORT SERVICES FOR THE
DUPAGE COUNTY PAVEMENT MANAGEMENT PROGRAM

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 Applied Research Associates, Inc., licensed to do business in the State of Illinois, with offices at 100 Trade Centre Dr., Suite 200, Champaign, IL 61820; (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 services to support, inventory, and assess the condition of the County Highway System for the annual DuPage County Pavement Management Program (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 services and is willing to perform the required services upon request for a total amount not to exceed $20,962.00; 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.

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 approval by the Transportation Committee and execution of the AGREEMENT by the authorized signatory for the department. Authorization to proceed with 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 26.3 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, 2018, 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 $20,962.00. 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). The COUNTY shall pay the CONSULTANT for the Road Care Annual Fee following approval and execution of this AGREEMENT and receipt of an invoice from the CONSULTANT.

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 5/1-101, 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, 2018, 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, 2018.

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:

100 Trade Centre Dr., Suite 200
Champaign, IL 61820-7322
ATTN: William Vavrik, Ph.D., P.E.
Phone: 217.356.4500
Facsimile: 217.356.3088
Email: vvavrik@ara.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/Failure to Enforce BREACH

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

23.0 FORCE MAJEURE

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

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.2 Failure by the CONSULTANT to properly staff the 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: Christopher C. Snyder, P.E.
    Director of Transportation/County Engineer

APPLIED RESEARCH ASSOCIATES, INC.

BY: ________________________________
    NAME: Jennifer DiGregor
    TITLE: Deputy, Contracts

ATTEST BY:

Signature on File

_________________________
Eva Hitchcock
Administrative Assistant

Signature on File

_________________________
NAME: Debbie Locke
TITLE: Contract Administrator
December 7, 2017

Mr. John Loper
Principal Transportation Planner
DuPage County Dept. of Economic Planning and Development
421 N. County Farm Road
Wheaton, Illinois 60187
Phone: (630) 407-6882


Dear Mr. Loper:

Applied Research Associates (ARA), Inc., appreciates the opportunity to submit this proposal to support the update of the DuPage County Division of Transportation's (DuDOT) Pavement Management System, and provide software maintenance and support services. This proposal provides a description of the work effort and associated costs based on ARA's understanding of the project.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Signature on File

Joseph A. Stefanski, P.E.
Senior Engineer

Signature on File

William R. Vavrik, Ph.D., P.E.
Vice President & Principal Engineer

EXHIBIT "A"

Page 1 of 3
PROJECT UNDERSTANDING

In 2010, ARA was selected to provide services and implement software to create a pavement management system for DuDOT, and ARA provided updates to DuDOT's pavement management system in 2013, 2014, 2015, 2016 and 2017. In 2018, ARA will provide upon-request support of DuDOT's effort to update their pavement management system.

SCOPE OF SERVICES

A task-by-task summary of ARA's proposed scope of work is provided in the following sections.

Task 1. Upon-request support of DuDOT's Capital Improvement Program

Upon the request of DuDOT, ARA will provide work-order based consulting services related to the DuDOT's Capital Improvement goals. ARA's roles may include the following tasks:

- **Task 1.a:** Ongoing support of DuDOT's update of the current maintenance and rehabilitation program. ARA will support DuDOT's evaluation to aid in determining if changes to the treatment matrix are necessary. This may include adjusting the timing and impact of current strategies as well as adding new repair types and strategies. In addition, findings from the construction methods evaluation may be considered for inclusion into RoadCare. The effects and benefits of any new treatments will be incorporated based on discussion with the County.

- **Task 1.b:** Ongoing support of DuDOT's efforts to update the above inputs as well as all other factors in DuDOT's pavement management system. This may include updating maintenance and rehabilitation activity unit costs, as well as network goals such as a yearly budget constraint for treatment categories or desired condition levels. Other roadway priority adjustments that may be considered include target weighting, deficiency weighting, budget and condition priority weighting criteria, and maintenance and construction treatment cycle limits.

- **Task 1.c:** Ongoing support of DuDOT's efforts to develop a 5-year projection of budget levels to reflect DuDOT's expected funding. The budgets considered should take into account all roadway work that DuDOT wishes to include in their pavement management system. The total budget dollars should be broken out into budget types to reflect the different sources that DuDOT receives funding for roadway maintenance and rehabilitation activities. ARA will use all of the impacts of the updated pavement management system to support DuDOT development of an updated Capital Improvement Program.

- **Task 1.d:** Ongoing support of DuDOT's efforts to segment the pavement network to include bridges, intersections, and approach/leave slabs. This effort will include a surface condition assessment of the bridge decks. The revised network segmentation will be incorporated in the tasks shown above.

Task 2: Software License and Support

In 2010, DuPage County was granted a universal site license for use of the RoadCare system on computers owned and maintained by the County for use by employees of DuPage County and consultants or others performing work on behalf of the County. This license does not expire and is non-transferable to any other agency, company, or individual. An annual maintenance and support (M&S) fee has been included in the summary of total project costs.

EXHIBIT "A"
Continual payment of the annual M&S fee provides the County's RoadCare administrator(s) with access to the following services:

- Free upgrades and installation support of future versions of the RoadCare system
- Technical support via phone and e-mail
- Access to ARA-Tracker, ARA's Web-based bug-tracking and software support center

PROJECT PRICES

ARA's Not-To-Exceed (NTE) price proposal to perform this project is **$20,962.00**. This budget includes the following items:

1. Task 1 provides an upon-request portion of **$13,462.00** that will be allocated in a work-order based format. The maximum (NTE) price of each individual work order task under task 1 is shown below. Any remaining funds will be available for additional requests, under separate work orders.
2. Task 2 is a fixed fee of **$7,500.00** for the RoadCare software license and support.

ARA agrees to perform all requested services using a direct labor multiplier of 2.80 on actual direct labor costs plus direct expenses. Actual labor rates and units will be used in work-order requests for actual scope requested, but no greater than the Not-To-Exceed price of the project. ARA will submit invoices monthly.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.a estimate</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Task 1.b estimate</td>
<td>$2,979.00</td>
</tr>
<tr>
<td>Task 1.c estimate</td>
<td>$4,749.00</td>
</tr>
<tr>
<td>Task 1.d estimate</td>
<td>$2,934.00</td>
</tr>
<tr>
<td>Task 1. Total reserve for support DuDOT with developing 5-year Capital Improvement plan</td>
<td><strong>$13,462.00</strong></td>
</tr>
<tr>
<td>Task 2. RoadCare Annual Fee</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Total</td>
<td><strong>$20,962.00</strong></td>
</tr>
</tbody>
</table>

PROJECT SCHEDULE

Upon receipt of a signed agreement and notice to proceed (NTP), ARA can begin preparations for this effort. Authorization to proceed for each task will be given to ARA by representatives of the Division of Transportation. Deliverables will be provided within that period of time following receipt of NTP.
Exhibit B
Project Deliverables and Task Schedule: 2018 update of DuPage County Division of Transportation Pavement Management System

Task 1.a – 1.d estimate - January to June, 2018

Pavement Management System analysis update
Updates to pavement performance models and treatment matrix
Pavement performance modeling output review
Updated 5-year capital improvement plan
Bridge surface condition assessment

Software License and Support – December 1, 2017 to November 30, 2018

Installation of RoadCare system software updates
Technical support
EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: DuPage County Pavement Management Services

<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>Administrative Assistant</td>
<td>$ 10.00</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>Office Administrator</td>
<td>$ 19.00</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>Financial Administrator</td>
<td>$ 27.00</td>
<td>$ 46.00</td>
</tr>
<tr>
<td>Editor</td>
<td>$ 25.00</td>
<td>$ 42.00</td>
</tr>
<tr>
<td>Engineering Aide/Intern</td>
<td>$ 10.00</td>
<td>$ 18.00</td>
</tr>
<tr>
<td>Staff Technician</td>
<td>$ 13.00</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>Lead Tech/Junior Engineer</td>
<td>$ 19.00</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>Staff Engineer 1</td>
<td>$ 21.00</td>
<td>$ 37.00</td>
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<tr>
<td>Staff Engineer 2</td>
<td>$ 24.00</td>
<td>$ 42.00</td>
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<tr>
<td>Senior Engineer 1</td>
<td>$ 30.00</td>
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</tr>
<tr>
<td>Senior Engineer 2</td>
<td>$ 32.00</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Principal Engineer 1</td>
<td>$ 46.50</td>
<td>$ 70.00</td>
</tr>
<tr>
<td>Principal Engineer 2</td>
<td>$ 64.00</td>
<td>$ 70.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent
for CONSULTANT:

Approved By COUNTY:

Signature on File

Date: 12/30/19

Page 1 of 2
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice,</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td>with prior IDOT approval</td>
<td></td>
<td></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>$0.546</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
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<td>$0.00</td>
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<td>Vehicle Rental</td>
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<td>Tolls</td>
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<td>Parking</td>
<td>Actual cost</td>
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<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
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<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Myers (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Myers (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</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></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</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></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory/Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>RoadCare Annual Fee</td>
<td>X 1</td>
<td>$7,500.00</td>
<td></td>
<td>$7,500.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST** $7,500.00

*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: Jan 3, 2018

Contact Phone: (217) 356-4500  Contact Email: cbeckemeyer@ara.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

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

Signature on File

Authorized Signature

Printed Name: Curt A. Beckemeyer
Title: Sr. Vice President
Date: January 3, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO BONNELL INDUSTRIES, INC.
TO FURNISH AND DELIVER
ONE (1) PUB MILL ASPHALT RECYCLER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $87,940.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Joint Powers Association (NJPA), the County of DuPage will contract with Bonnell Industries, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Bonnell Industries, Inc., to furnish and deliver one (1) Pug Mill Asphalt Recycler for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) Pug Mill Asphalt Recycler for the Division of Transportation, is hereby approved for issuance to Bonnell Industries, Inc., 1385 Franklin Grove Road, Dixon, Illinois 61021, for a contract total not to exceed $87,940.00; Contract let pursuant to the Intergovernmental Cooperation Act (NJPA).

Enacted and approved this 13th day of February, 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$87,940.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- Eva Hitchcock  Completed  01/22/2018 12:07 PM
- Christopher Snyder  Completed  01/22/2018 1:11 PM
- Kathy Ostrowski  Completed  01/23/2018 9:54 AM
- James McGuire  Completed  01/23/2018 3:46 PM
- Paul Rafac  Completed  01/25/2018 12:29 PM
- Tom Cuculich  Completed  02/02/2018 10:43 AM
- Kathy Ostrowski  Completed  02/02/2018 11:55 AM
- Transportation Committee  Pending  02/06/2018 10:00 AM
- Finance Committee  Pending  02/13/2018 8:00 AM
- County Board  Pending  02/13/2018 10:00 AM
# Purchase Requisition

## Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Bonnell Industries, Inc.</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10192</td>
<td><strong>Division:</strong> Highway Maintenance</td>
</tr>
<tr>
<td><strong>Attn:</strong> Norm Stoiber</td>
<td><strong>Attn:</strong> Kathy Curcio</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:stomensl@aol.com">stomensl@aol.com</a></td>
<td><strong>Email:</strong> <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 1385 Franklin Grove Road</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Dixon</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 61021</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 708-204-5774</td>
<td><strong>Phone:</strong> 630-407-6892</td>
</tr>
<tr>
<td><strong>Fax:</strong> 815-284-8815</td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Bonnell Industries, Inc.</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10192</td>
<td><strong>Division:</strong> Highway Maintenance</td>
</tr>
<tr>
<td><strong>Attn:</strong> Marilyn Koster</td>
<td><strong>Attn:</strong> Joe Bechtold</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Marilynk@bonnell.com">Marilynk@bonnell.com</a></td>
<td><strong>Email:</strong> <a href="mailto:Joseph.bechtold@dupageco.org">Joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 1385 Franklin Grove Road</td>
<td><strong>Address:</strong> 180 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Dixon</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 61021</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 815-284-3819</td>
<td><strong>Phone:</strong> 630-407-6931</td>
</tr>
<tr>
<td><strong>Fax:</strong> 815-284-8815</td>
<td><strong>Fax:</strong> 630-407-6962</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>May 15, 2018</td>
<td>Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

### Use for
- Contract Administrator
- Contract Start Date
- Contract End Date
- PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Act #</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>PUG MILL ASPHALT RECYCLER</td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td>87,940.00</td>
<td>87,940.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $87,940.00

## Header Comments

(These comments will appear on the PO20 and PO25 Purchase Order):

**THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ONE (1) PUG MILL ASPHALT RECYCLER PER NJPA COOPERATIVE CONTRACT PRICING #113012-SMC**

**LEAD TIME:** 90 - 120 DAYS ARO

## Special Instructions/Comments to Buyer or Approver

(These comments will NOT appear on the Purchase Order):

**SEND COMPLETED, APPROVED PO TO NORM STOIBER**

## User Department Internal Notes

(These comments will NOT appear on the Purchase Order):

**18 1500 3510 54110 $87,940.00**

- **DT-P-0031-18**
- **Transportation - 02/06/18**
- **County Board - 02/13/18**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
## Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Bonnell Industries, Inc.</th>
<th>Vendor #: 10192</th>
<th>Contract Term: One time delivery</th>
<th>Contract Total: $87,940.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver one (1) Pug Mill Asphalt Recycler, for a contract total, not to exceed $87,940.00.

### Reason for Procurement

Used for the purpose of recycling old asphalt into a new usable recycled hot mix patch material and to create new asphalt mix from scratch.

### Funding Source

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 54110
- [ ] Budget Transfer (Date) ______________ Add'l information

### Decision Memo Not Required

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

### Decision Memo Required

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [x] Per Coop (DPC4-107) select one below
  - [ ] NJPA National Joint Powers Alliance # 113012-SMC

- [ ] 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></th>
<th>Date</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Feb 1, 2018</td>
<td>2-2-18</td>
</tr>
<tr>
<td>Recommended for Approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Reviewed by (Initials Only)

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>2-2-18</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>2-2-18</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>2-2-18</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>2-2-18</td>
</tr>
</tbody>
</table>
## Decision Memo
### Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Bonnell Industries, Inc.</td>
<td>Vendor #: 10192</td>
</tr>
</tbody>
</table>

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

Requesting approval of a contract to Furnish and Deliver one (1) Pug Mill Asphalt Recycler for a contract total not to exceed $87,940.00.

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

The Pug Mill Asphalt Recycler is used for the purpose of recycling old asphalt into a new usable recycled hot mix patch material and to create new asphalt mix from scratch.

### Strategic Impact

**Financial Planning**

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

The use of the NJPA cooperative shows a savings over the competitive bid process (18-004-BF) by $5,538.00.

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

This will be purchased under the NJPA competitive cooperative.

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

DuPage County Division of Transportation recommends award to Bonnell under the NJPA cooperative contract.
1. Award at a higher price under Bid #18-004

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Projected Cost</th>
<th>Budget Amount</th>
<th>Account Number</th>
<th>Source of Funds</th>
<th>Future Funding Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 1500 3510 54110</td>
<td>$87,940.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM #</td>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNIT TOTAL</td>
<td>LINE TOTAL</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------</td>
<td>-----</td>
<td>------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>Stepp SRM</td>
<td>Stepp SRM Self Loading Asphalt Recycler 10x120</td>
<td>1</td>
<td>$81,557.00</td>
<td>$81,557.00</td>
<td></td>
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<tr>
<td></td>
<td>Beacon Style Strobe Light</td>
<td>1</td>
<td>$311.00</td>
<td>311.00</td>
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<tr>
<td></td>
<td>10# Fire Extinguisher</td>
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<td>$227.00</td>
<td>227.00</td>
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<tr>
<td></td>
<td>Tool Box 10x10x24</td>
<td>1</td>
<td>$334.00</td>
<td>334.00</td>
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<tr>
<td></td>
<td>Stainless Steel Tool Holders</td>
<td>2</td>
<td>$108.00</td>
<td>216.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Front Step w/Railing</td>
<td>1</td>
<td>$454.00</td>
<td>454.00</td>
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<td></td>
<td>Washdown System</td>
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<td>$685.00</td>
<td>685.00</td>
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<tr>
<td></td>
<td>Hose Reel for Washdown System</td>
<td>1</td>
<td>$513.00</td>
<td>513.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electric Overnight Heat for Tack Tank 110v 1500W</td>
<td>1</td>
<td>$1,294.00</td>
<td>1,294.00</td>
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</tr>
<tr>
<td></td>
<td>Shovel Cleaning Compartment</td>
<td>1</td>
<td>$669.00</td>
<td>669.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
<td><strong>$86,260.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Training</strong></td>
<td><strong>$650.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Freight</strong></td>
<td><strong>$1,030.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Due</strong></td>
<td><strong>$87,940.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

We are pleased to submit the above quote for your consideration. Should you place an order, be assured it will receive our prompt attention. Price does not include local, state, or federal tax unless otherwise noted.

*Please note: This quote is valid for 60 days from the above date. Thereafter it is subject to change.

THANK YOU FOR YOUR BUSINESS!
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

---

### Required Vendor Ethics Disclosure Statement

**Date:**

**Bid/Contract/PO #:**

**Company Name:** Bonnell Industries, Inc.

**Company Contact:** Marilyn R. Koster

**Contact Phone:** 847-925-3619

**Contact Email:** marilyn.koster@bonnellind.com

---

<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>

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

---

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

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

---

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

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

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

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

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

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

**Signature on File**

[Signature]

Printed Name: **Marilyn R. Koster**

Title: **Controller**

Date: **10-29-17**

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

Page **27** of **33** (total number of pages)

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1

4/1/16
Resolution

DT-R-0058-18

RENEWAL OF MEMBERSHIP AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND
JULIE, INC.
(ESTIMATED COUNTY COST $62,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) is a body corporate and politic and JULIE, INC. (hereinafter referred to as JULIE) is an Illinois not-for-profit corporation that provides utility location services; and

WHEREAS, the COUNTY is required to be a member of JULIE pursuant to Section 50/3 of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 et seq.); and

WHEREAS, Resolution DT-R-0679-16 was approved by the DuPage County Board on November 22, 2016 outlining the rights and responsibilities of the COUNTY and JULIE; and

WHEREAS, the 2018 fiscal year cost for JULIE services to the Division of Transportation is anticipated to be 40,000.00 and the cost to the Department of Public Works is anticipated to be $22,000.00; and

WHEREAS, the Transportation and Public Works Committees have reviewed and recommend approval to renew the Membership Agreement for the 2018 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Membership Agreement between the COUNTY and JULIE be hereby renewed for an estimated COUNTY cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00).

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

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2743-0001Serv</th>
<th>Original Purchase Order Date: Sep 5, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Patson Inc. dba TransChicago Truck Group</td>
<td>Vendor #: 10096</td>
<td>Dept Contact: Joe Bechtold</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** This contract is to furnish and deliver Freightliner Repair and Replacement parts for the period 9/5/17 - 8/31/18. Requesting an increase in the amount of $7,500.00 for a new contract total of $15,900.00.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$8,400.00</td>
<td>$0.00</td>
<td>$8,400.00</td>
<td>$7,500.00</td>
<td>New contract amount (C + D)</td>
<td>$15,900.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>89.29%</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>89.29%</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
- [ ] Increase encumbrance and close contract

**DECISION MEMO REQUIRED**

- [X] Increase (greater than 29 days) contract expiration from: [ ] to: [ ]
- [X] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source 1500 3520 52250
- [ ] OTHER - explain below:

**REVIEWED BY (Initials Only)**

- [ ] Procurement Officer: Date 1-18-18
- [ ] Chairman's Office (Decision Memos Over $25,000): Date 1-31-18

**Date:** Jan 4, 2018

---

**Packet Pg. 105**

**Attachment:** Patson, Inc. - TransChicago Truck Group - CO (17-18-156 - Patson, Inc., dba TransChicago Truck Group)
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Patson Inc. d/b/a TransChicago Truck Group</td>
</tr>
</tbody>
</table>

| Department Contact:   | Darcie Garza, CPPB          |
| Contact Phone:        | 630-407-6906                |
| Vendor #:             | 10096                       |

<table>
<thead>
<tr>
<th>Action Requested</th>
<th>Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting approval to increase contract 2743-0001Serv to allow for the continued purchase of Freightliner Repair and Replacement parts through the contract period of 8/31/2018.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summary Explanation/Background</th>
<th>Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Transportation annually contracts for Freightliner Repair and replacement parts. As part of the winter get ready, H-65 a Sterling/Freightliner Plow truck, needed repairs to the Inlet, Outlet and Particulate modules and filters to be emissions compliant and operate the trucks without check engine light issues, which used over $6,000 of the $8400 budgeted annually.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Impact</th>
<th>Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of Life</td>
<td>During the winter snow season, it is imperative that trucks are operational to plow. Having a repair parts contract in place, will allow mechanics to make the needed repairs, to Freightliner Plows.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source Selection/Vetting Information</th>
<th>Describe method used to select source.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This was sent out for County quote 17-156-JM.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendations/Alternatives</th>
<th>Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Since this contract was just bid, September of 2017, Division of Transportation recommends an increase to the contract to allow for additional purchases of Freightliner Repair and Replacement parts through the contract period.</td>
<td></td>
</tr>
<tr>
<td>1. Rebid the contract again</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Impact/Cost Summary</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500 3520 52250</td>
<td>$8,400.00</td>
</tr>
<tr>
<td>After Increase</td>
<td>1500 3520 52250                                                   $15,900.00</td>
</tr>
</tbody>
</table>

Packet Pg. 106
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: Jan 5, 2018
Bid/Contract/PO: 2743-0001 SERV

Company Name: PATSON INC DBA TRANSCHICAGO TRUCK GROUP
Company Contact: ERIC PRATHER
Contact Phone: 630-279-0600
Contact Email: EPRATHER@TRANSCHICAGO.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 that I have read, have understood and agree to these requirements.

Signature on File

Authorized Signature

Printed Name: ERIC PRATHER
Title: CFO
Date: Jan 5, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2941-0001SERV</th>
<th>Original Purchase Order Date: Dec 1, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Gasaway Distributors, Inc.</td>
<td>Vendor #: 11295</td>
<td>Dept Contact: Darcie Garza, CPPB</td>
<td></td>
</tr>
</tbody>
</table>

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

This contract is to furnish and deliver Calcium Chloride. Requesting an increase to allow for the purchase of Calcium Chloride, through completion of the winter snow season.

**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>$9,760.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$9,760.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>$9,760.00</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$19,520.00</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>100.00%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B + D/A; 60% maximum on construction contracts)</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ___________ to: ___________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source: 1500 3510 52270
- [ ] OTHER - explain below:

**Reviewed By (Initials Only)**

- Buyer: ___________ Date: 1-24-18
- Procurement Officer: ___________ Date: 1-25-18
- Chief Financial Officer (Decision Memos Over $25,000): ___________ Date: 1-31-18
- Chairman's Office (Decision Memos Over $25,000): ___________ Date: 2018 JAN 22 0111:37

**Packet Pg. 108**

**Attachment: Gasaway Distributors, Inc. - CO (17-18-164 : Gasaway Distributors, Inc.)**
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Gasaway Distributors, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>630-407-6906</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>11295</td>
</tr>
</tbody>
</table>

**Date:** Jan 16, 2018

**MinuteTraq (IQM2) ID #:** 2941-SERV

**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 2941-0001Serv, to allow for the additional purchase of Calcium Chloride through the end of the winter snow season.

**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 Calcium Chloride, as part of the liquid deicing program. Calcium Chloride, is a liquid deicer that fights ice in extremely low temperatures.

**Strategic Impact**

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

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

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

This was purchased under the competitively bid State of Illinois contract #PSD4018318

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

Staff recommends increasing existing order #2941-0001SERV to allow for the continued purchase of Calcium Chloride through the winter snow season.
1. Utilize a alternative deicer
2. Do not use a liquid deicer, use only Bulk Rock Salt

**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></th>
<th>1500</th>
<th>3510</th>
<th>52270</th>
<th>$9,760.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td>$9,760.00</td>
</tr>
<tr>
<td>Change Order</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td>$</td>
</tr>
</tbody>
</table>
REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

Date: Jan 16, 2018

Bid/Contract/PO: ____________________

<table>
<thead>
<tr>
<th>Company Name: Gasaway Distributors Inc</th>
<th>Company Contact: Sally Litvay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-985-1609</td>
<td>Contact Email: <a href="mailto:sal@gasawayco.com">sal@gasawayco.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 in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

I hereby acknowledge

Authorized Signature

Printed Name: Sally Litvay
Title: Vice President
Date: Jan 16, 2018

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-P-0287-14 on December 9, 2014 and DT-P-0287A-14 on June 27, 2017; and

WHEREAS, Resolution DT-P-0287-14 authorized an Agreement between the County of DuPage (hereinafter referred to as COUNTY) and Knight E/A, Inc. to perform Professional Preliminary Phase I Engineering Services for improvements along CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR; and

WHEREAS, prior to issuing the Notice to Proceed for Supplement No. 1 services, the COUNTY determined that the scope of services needed to be expanded to address municipal concerns; and

WHEREAS, the DuPage County Board believes that it is in the best interests of the COUNTY to rescind Supplement #1 and replace with Revised Supplement No. 1 for an adjusted amount of $40,136.22 (Net additional increase of $10,246.50).

NOW, THEREFORE, BE IT RESOLVED, that Supplement No. 1 between the COUNTY and Knight E/A, Inc. approved per Resolution DT-P-0287A-14, is hereby rescinded and replaced with Revised Supplement No. 1 for an adjusted amount of $40,136.22, resulting in an amended contract total amount of $234,795.96, a net change of $10,246.50 and cumulative increase of 20.62%.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jan 23, 2018
MinuteTraq (QM2) ID #: 1/24/18

Purchase Order #: 565 SERV
Original Purchase Order Date: 
Change Order #: 3
Department: Division of Transportation

Vendor Name: Knight E/A, Inc.
Vendor #: 11046
Dept Contact: Eva Hitchcock

Background and/or Reason for Change Order Request:
Professional Preliminary Engineering Services for improvements to the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR.

Change order to rescind and replace Supplement #1
1. Rescind Supplement #1
2. Replace with Revised Supplement #1 for a new total of $40,136.22 (Net change of +$10,246.50)

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value $194,659.74
B Net $ change for previous Change Orders $29,889.72
C Current contract amount (A + B) $224,549.46
D Amount of this Change Order ☒ Increase ☐ Decrease $10,246.50
E New contract amount (C + D) $234,795.96
F Percent of current contract value this Change Order represents (D / C) 4.56%
G Cumulative percent of all Change Orders (B+D/A); (50% maximum on construction contracts) 20.62%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

emh
Prepared By (Initials) 6900 Phone Ext Jan 23, 2018 Jan 23, 2018
Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

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

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

Requesting Department: Division of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: Knight E/A Inc.

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

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

Knight E/A, Inc. is requesting additional compensation for the Phase I study of the Warrenville Road Bridge over the East Branch of the DuPage River, Section 14-00124-04-BR.

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

Based on public comments from the project public meeting, accommodations for sidewalk on both sides of the Warrenville Road Bridge was requested by area residents. A supplement to the contract was needed in order to revise bridge plan sheets to accommodate the sidewalk. This supplement was approved by County Board on June 27, 2017. Since that time the Village of Lisle has requested the County to study the design ramifications of accommodating a multi-use path under the proposed bridge. The original supplement that was approved on June 27, 2017 is being rescinded. This supplement will now include the design revision to add the additional sidewalk and the study to include a multi-use path under the bridge.

Strategic Impact

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

In order to complete preliminary engineering for the Warrenville Road Bridge over the East Branch of the DuPage River, it will be more cost effective to supplement Knight E/A Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. From the Statements of Interest received, a small number of firms were “shortlisted”. Each of these firms then submitted a Statement of Qualification. 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 Knight E/A 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.

An increase in the contract amount is the recommended course of action since Knight E/A, Inc. has completed the Phase I to date and is in the best position to perform this work. Hiring another consultant through the QBS process would delay design approval and would not be cost effective.

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

The FY18 fiscal impact for this change order is anticipated to be $40,136.22. The DOT has sufficient funds in our FY18 budget to pay for this change order.

Attachment: Knight E/A, Inc. - DM (17-18-167 : DT-P-0287B-14 - Knight E/A, Inc.)
THIS AGREEMENT is made and entered into this __________ day of __________, __________ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

<table>
<thead>
<tr>
<th>Name</th>
<th>Route</th>
<th>Length</th>
<th>Structure No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warrenville Road (CH 3)</td>
<td>FAU 1479</td>
<td>0.01 mi</td>
<td>022-3003</td>
</tr>
</tbody>
</table>

Termini: Over East Branch of the DuPage River

Description: Supplement No. 1 will address changes to the proposed bridge and roadway typical sections that occurred near the conclusion of Phase I studies during public open house and public involvement activities. Phase I engineering documents will be updated, which include environmental, hydraulic, roadway, and structure studies as well as the Project Development Report.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.

3. To complete the services herein described within 11/30/18 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

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

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER’s errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER’s professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER’s responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
9. The undersigned certifies neither the ENGINEER nor I have:
   a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
   b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT,
   d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:
   - ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
   - ☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
   - ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
   - ☐ Design and/or approve cofferdams and superstructure shop drawings.
   - ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
   - ☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
   - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
   - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
   - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
   - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
   - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
   - ☒ Scope of Services, deliverables, schedule, man-hour estimate, CECS forms, Direct Cost Estimate, BDE 436, insurance addenda #1, invoicing addenda #2, and Exhibit C (Consultant Employee Rate Listing), are attached hereto and incorporated herein.
II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

   Cost Plus Fixed Fee
   - CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
   - CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
   - CPFF = 14.5%[(2.3 + R)DL + IHDC]

   Where:
   - DL = Direct Labor
   - IHDC = In House Direct Costs
   - OH = Consultant Firm's Actual Overhead Factor
   - R = Complexity Factor

   Specific Rate
   - (Pay per element)

   Lump Sum
   -

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

   - With Retainage
     - For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
     - After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
     - Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

   - Without Retainage
     - For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
     - Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTUALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, 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 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.

6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of written notice of termination.

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

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

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

a. Publishing a statement:
(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   (a) abide by the terms of the statement; and
   (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

b. Establishing a drug free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy of maintaining a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

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

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

e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,

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

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

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

<table>
<thead>
<tr>
<th>Prime Consultant</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
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<tbody>
<tr>
<td>Knight E/A, Inc.</td>
<td>37-1380580</td>
<td>$40,138.22</td>
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<tr>
<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
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</table>

| Sub-Consultant Total:     | Prime Consultant Total: | $40,138.22       |
| Sub-Consulnt Total:       | Total for all Work:    | $40,138.22       |

---

Executed by the LA:

County of DuPage

(Municipality/Township/County)

ATTEST:

By: [Signature on File]

Paul Hinds

Clerk

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: [Signature on File]

Title: Melissa M. Mulhem, CFO

By: [Signature on File]

Title: Kevin E. Lentz, President
Exhibit A - Preliminary Engineering

Route: FAU 1479  
Local Agency: County of DuPage  
(Municipality/Township/County)  
Section: 14-00124-04-BR  
Project: BRS-3000(452)  
Job No.: P-81-175-15

Method of Compensation:
- Cost Plus Fixed Fee 1: 14.5%(DL + R(DL) + CH(DL) + IHDC)
- Cost Plus Fixed Fee 2: 14.5%(DL + R(DL) + 1.4(DL) + IHDC)
- Cost Plus Fixed Fee 3: 14.5%(2.3 + R(DL) + IHDC)
- Specific Rate
- Lump Sum

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<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
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<th>Services by Others</th>
<th>In-House Direct Costs (IHDC)</th>
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Overhead Rate (OH): 146.00 %  
Complexity Factor (R): 0.00  
Calendar Days: 360

See Attached CECS Worksheets

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

Packet Pg. 119
Exhibit B

Prime Consultant

Name: Knight E/A, Inc.
Address: 221 N. LaSalle Street, Suite 300, Chicago, IL
Telephone: (312) 677-3300
TIN Number: 37-1380590

Project Information

Local Agency: County of DuPage
Section Number: 14-00124-04-BR
Project Number: BRS-4003(452)
Job Number: P-91-175-15

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

<table>
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<tr>
<th>Sub-Consultant Name</th>
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</tbody>
</table>

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

Signature and title of Prime Consultant ____________________________ Date _____________

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.
SCOPE OF WORK – SUPPLEMENT NO. 1

Proposed improvements to the bridge carrying Warrenville Road (CH 3) over the East Branch of the DuPage River, Section 14-00124-04-BR, will include complete replacement of the structure and reconstruction of the approach pavements to accommodate a five-lane cross-section. This supplement will address changes to the proposed bridge and roadway typical sections that occurred near the conclusion of Phase I studies during public open house and public involvement activities.

Proposed improvements will now include the addition of a sidewalk and on-road bicycle lane on both sides of Warrenville Road through the project limits. The pedestrian facilities on each side of Warrenville Road will begin near White Birch Drive, extend across the new bridge, and meet existing facilities near the bridge carrying I-88 over Warrenville Road. Additionally, the accommodation of a multi-use path will be studied that would potentially cross the project limits. It is expected that two alternatives to accomplish this will be studied. The first alternative would carry the multi-use path beneath the proposed bridge requiring a longer span structure and an increased roadway profile grade across the structure. The second alternative would carry the multi-use path beneath Warrenville Road west of the proposed bridge via a dedicated structure.

Changes to the proposed bridge and roadway typical sections will require supplemental efforts in the following categories of the original Phase I agreement:

- Environmental/Public Outreach
- Hydraulic Studies
- Roadway Studies
- Structure Studies
- Project Development Report (PDR)
- Meetings/Coordination

Knight proposes to perform required additional engineering services as detailed on the attached man-hour estimate, which identifies the task items in each of the above categories of Phase I development that require supplemental hours.

All work shall be completed to meet current IDOT and DuPage County policies, procedures and standards and reviewed according to Knight quality control and quality assurance procedures.

DELIVERABLES – SUPPLEMENT NO. 1

The following items will be submitted to and/or coordinated with the County before completion of Phase I Engineering studies. Primary submittals for review are in “bold”. Deliverables will be reviewed by IDOT District 1 and DuPage County.

1) Updated ESR and Wetland Delineation Report
2) Revised TS&L Plans – (5) five bound copies each w/ PDF copy
3) Revised PBDHR – (1) one pre-final & (4) four final bound copies
   ** Includes TS&L + SGR
4) Revised Hydraulic Report – (1) one pre-final & (4) four final bound copies; CD containing electronic data for each submittal; PDF of final Hydraulic Report
5) Revised PDR – (5) five bound copies each w/ PDF copy
   ** PDR will include all Phase I studies & coordination efforts
6) All Electronic Files
SCHEDULE – SUPPLEMENT NO. 1

Knight will work with the County to develop a schedule for completion of Phase I work once local agency and engineering agreements have been approved.
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<tr>
<th>Item</th>
<th>Snts</th>
<th>Prime-Hrs</th>
<th>Suppl-Hrs</th>
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<td>A) Data Collection/ Evaluation</td>
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<td>1) Gather &amp; Review Required Data from Various Sources</td>
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<td>B) Surveys</td>
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<td>1) Route, Hydraulic &amp; Boundary</td>
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<td>C) Geotechnical</td>
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<td>D) Environmental/ Public Outreach</td>
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<td>2) US Army Corps Jurisdictional Determination</td>
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<td>4) Special Waste Assessment</td>
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<td>5) Endangered Species Review</td>
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<td>6) Section 4(f) Evaluation Documentation &amp; Coordination</td>
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<td>7) US Army Corps Coordination</td>
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<td>3) Scour Analysis</td>
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<td>4) Preliminary Bridge Design &amp; Hydraulic Report (PBDHR)</td>
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<td>5) Asbestos Determination Certification for Local Bridges</td>
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<td>6) Bridge Waterway Information Table</td>
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<td>7) Permit Summary for Floodway Construction in Northeast Illinois</td>
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<td>8) Hydraulic Report Narrative</td>
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<td>revise narrative addressing all studies</td>
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<td>9) Assemble Pre-final Hydraulic Report &amp; Submit for Review</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2) Vertical &amp; Horizontal Roadway Geometry</td>
<td></td>
<td></td>
<td></td>
<td>assume alignment will remain the same</td>
</tr>
<tr>
<td>(a) Proposed Alignment</td>
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<td>12</td>
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</tr>
<tr>
<td>(b) Proposed Profile</td>
<td></td>
<td>12</td>
<td></td>
<td>update as required to accommodate wider bridge &amp; raise in profile</td>
</tr>
<tr>
<td>(c) Proposed Typical Section(s)</td>
<td></td>
<td>16</td>
<td></td>
<td>update per new pedestrian accommodations on bridge end &amp; along roadway</td>
</tr>
<tr>
<td>3) Develop Preliminary Plan &amp; Profile Sheets</td>
<td></td>
<td>32</td>
<td></td>
<td>update PIP sheets based on new Pr typical sections</td>
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<tr>
<td>4) Develop Preliminary Cross-Sections</td>
<td></td>
<td>20</td>
<td></td>
<td>update x-sections; will require development of new Pr x-sections</td>
</tr>
<tr>
<td>5) Finalize Preliminary Construction Limits</td>
<td></td>
<td>4</td>
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<td>update construction limits based on new Pr x-sections</td>
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</tbody>
</table>
### Man-hour Estimate - Supplement No. 1

#### Warrenville Road over East Branch DuPage River

**Location:** 0.25 mile West of IL 53 and IL-53/IL 53 Interchange  
**Section:** 14-00124-04-BR

<table>
<thead>
<tr>
<th>Item</th>
<th>Sr.</th>
<th>Prim Hours</th>
<th>Suppl Hours</th>
<th>Supplemental Man-hour Calculations/ Remarks</th>
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</thead>
<tbody>
<tr>
<td>6) Preliminary Right-of-Way Design</td>
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<td>12</td>
<td>4</td>
<td>update ROW, TCE, PCE limits based on new Pr x-sections</td>
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<td>7) Traffic Management Plan (TMP) - Traffic Control Plan (TCP) Only</td>
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<td>8) Preliminary Maintenance of Traffic Plan</td>
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<td><strong>Sub-total F</strong></td>
<td>7</td>
<td>182</td>
<td>66</td>
<td>-</td>
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</table>

**G) Structure Studies**

| 1) Bridge Condition Report (BCR) + Bridge Inspection | - | 165 | 12 | update BCR |
| 2) Bridge Type Study | - | 40 | 12 | bridge modification to meet new profile and accommodate increased length |
| 3) Type, Size & Location Drawings (T&L Plans) | 3 | 190 | 40 | update T&L, submit, address review comments & final submittal |
| 4) Structure Geotechnical Report (SGR) | - | 20 | - | - |
| 5) Preliminary Bridge Design & Hydraulic Report (PBDR) | - | - | - | see (E4) above |
| **Sub-total G** | 3 | 316 | 84 | - |

**H) Project Development Report (PDR)**

| 1) Preliminary Estimate of Cost | - | 12 | 6 | update quantity calculations & estimate of cost for multiple options |
| 2) Draft PDR Write-up (BLR 22111) | - | 40 | 10 | update write-up, references, coordination & findings |
| 3) Assemble Pre-final PDR & Submit for Review | - | 24 | 4 | re-assemble all appendices of BLR 22111 write-up |
| 4) Address PDR Review Comments & Re-submit as Final | - | 64 | 12 | address comments, revise appendices, re-assemble & complete disposition |
| **Sub-total H** | - | 140 | 40 | - |

**I) Meetings/ Coordination**

| 1) IDOT Kickoff Meeting | - | 11 | - | - |
| 2) DuPage County Coordination Meetings (assume 1 added mtg) | - | 22 | 5 | (2 people x 1 mtg x 2hrs) + (2hrs for mtg minutes) |
| 3) FHWA/IDOT Coordination Meetings (assume 1 added mtg) | - | 40 | 14 | (2 people x 1 mtg x 4hrs) + (4hrs for prep time, IDOT form, mtg minutes, etc.) |
| 4) Public Outreach Efforts | - | - | - | see (D9) above |
| **Sub-total I** | - | 73 | 20 | - |

**J) Totals**

| 1) Sub-total (A) thru (I) | - | 1,222 | 294 | - |
| 2) Admin/ Management | - | 49 | 12 | Figure 4% of Sub-total (A) thru (I) |
| 3) QC/QA | - | 40 | 12 | Figure 4% of Sub-total (A) thru (I) |
| **Grand Total** | 18 | 1,320 | 318 | - |

---

**Name of Consultant:** Knight EA, Inc.  
**Date of Estimate:** October 25, 2017  
**APPROVED:**

---

**Attachment:** Knight EA, Inc. - Revised Supplement #1 (17-16-167 : DT-P-0287B-14 - Knight EA, Inc.)
## PAYROLL ESCALATION TABLE
### FIXED RAISES

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>12 MONTHS</th>
<th>OVERHEAD RATE</th>
<th>COMPLEXITY FACTOR</th>
<th>% OF RAISE</th>
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</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>END DATE</td>
<td>DATE</td>
<td>TB NO.</td>
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<tr>
<td>6/1/2017</td>
<td>7/1/2018</td>
<td>6/1/2017</td>
<td>KIA</td>
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<tr>
<td>7/2/2018</td>
<td>8/1/2018</td>
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11
12
91.97%
8.58%

The total escalation for this project would be: 0.25%
## PAYROLL RATES

**FIRM NAME:** Knight E/A, Inc.  
**PRIME/SUPPLEMENT:** Supplement No. 1  
**PTB NO:** N/A  
**ROUTE:** FAU 1479 (CH 3)  
**SECTION:** 14-00124-04-BR  
**DATE:** 10/26/17

**ESCALATION FACTOR = 0.25%**

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<th>CALCULATED RATE</th>
<th>DIFF</th>
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<td>$70.00</td>
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## COST PLUS FIXED FEE

**COST ESTIMATE OF CONSULTANT SERVICES**

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<th>OVERHEAD &amp; FRINGE BENEFITS (C)</th>
<th>IN-HOUSE DIRECT COSTS (D)</th>
<th>FIXED FEE (E)</th>
<th>OUTSIDE DIRECT COSTS (F)</th>
<th>SERVICES BY OTHERS (G)</th>
<th>TOTAL (H-G)</th>
<th>% OF GRAND TOTAL</th>
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<td>9,685.23</td>
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<td>6.87%</td>
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<td>6.87%</td>
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<td>1.86%</td>
<td>4,029.72</td>
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**TOTALS**

| 318 | 14,148.34 | 20,855.83 | 98.36 | 5,234.90 | 0.00 | 0.00 | 40,136.22 | 100.00% |

**DATE:** 19/2/17

**FIRM:** Knight E/A, Inc.

**PTB:** N/A

**PRIME/SUPPLEMENT:** Supplement No. 1

**ROUTE:** FAU 1479 (CH 3)

**SECTION:** 14-09124-66-ER

**OVERHEAD RATE**

**COMPLEXITY FACTOR**

---

**Attachment:** Knight E/A, Inc. - Revised Supplement #1 (17-16-167 : DT-P-0287B-14 - Knight E/A, Inc.)

---

Packet Pg. 128
## Average Hourly Project Rates

**FIRM:** Knight E/A, Inc.  
**ROUTE:** FAU 1479 (CH 3)  
**PRIME/SUPPLEMENT:** Supplement No. 1  
**DATE:** 02/07

### Classification

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<th>Hours</th>
<th>% Part.</th>
<th>% Wtd Avg</th>
<th>Hours</th>
<th>% Part.</th>
<th>% Wtd Avg</th>
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<th>% Part.</th>
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**Totals:** 318 100% $4,414.00

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Attachment: Knight E/A, Inc. - Revised Supplement #1 (17-16-167 : DTP-0287B-14 - Knight E/A, Inc.)
### AVERAGE HOURLY PROJECT RATES

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**TOTALS**: 68 100% $40.01 64 100% $24.32 40 100% $45.88 20 100% $47.00 12 100% $48.90 12 100% $61.02
## Direct Cost Estimate

**Warrenville Road over East Branch DuPage River**

**Type of Work:** Phase I Engineering  
**Route:** FAU 1479 (CH 3)  
**Location:** 0.25 mile West of IL 53 and I-88/IL 53 Interchange  
**Section:** 14-00124-04-BR

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<td>9) Public Outreach - individual meetings</td>
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<td>I) Meetings/ Coordination</td>
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<td>J) Totals</td>
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**Name of Consultant:** Knight E/A, Inc.  
**Date of Estimate:** October 26, 2017

**APPROVED:**

**DATE:**

---

Attachment: Knight E/A, Inc. - Revised Supplement #1 (17-18-167 : DT-P-0237B-14 - Knight E/A, Inc.)

Packet Pg. 131
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<th>Quantity</th>
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<th>Actual Rate</th>
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*If other allowable costs are needed and not listed, please add in the above spaces provided.

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

PRINTED 10/06/2017

RDE 436 (Rev. 08/20/13)
Required Vendor Ethics Disclosure Statement

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

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<th>Company Name: Knight E/A, Inc.</th>
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<tbody>
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<td>Contact Phone: (312) 577-3306</td>
</tr>
<tr>
<td>Company Contact: Melissa Mulhern</td>
</tr>
<tr>
<td>Contact Email: <a href="mailto:mmulhern@knightea.com">mmulhern@knightea.com</a></td>
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Date: Jan 18, 2018
Bid/Contract/PO #: 14-00 124-04-BR

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

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

<table>
<thead>
<tr>
<th>NONE (check here) - If no contributions have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>Citizens for Donald Puchalski</td>
</tr>
<tr>
<td>Citizens for Brian J. Krajewski</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NONE (check here) - If no contacts have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
</tbody>
</table>

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

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

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

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

Signature on File

Printed Name: Melissa Mulhern
Title: Chief Financial Officer
Date: January 18, 2018

Packet Pg. 133
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0284-17 which authorized the execution of an Intergovernmental Agreement between the County of DuPage (hereinafter referred to as COUNTY) and the City of Wheaton (hereinafter referred to as CITY) for intersection improvements along CH 23/Gary Avenue at Jewell Road, Section 17-00237-14-MS (hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the Division of Transportation is $27,575.24; and

WHEREAS, the construction of the PROJECT has been completed and the COUNTY’s share of PROJECT costs is now anticipated to be $33,622.79; and

WHEREAS, the circumstances that necessitated the change in costs were not reasonably foreseeable at the time the Agreement was signed; and

WHEREAS, an adjustment in funding is in the best interest of the COUNTY and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Resolution DT-R-0284-17 is hereby amended to reflect a cost of $33,622.79 instead of and in place of $27,575.24.

Enacted and approved this 13th day of February, 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-0271-17 which authorized the execution of an Intergovernmental Agreement between the County of DuPage (hereinafter referred to as COUNTY) and the Village of Bloomingdale (hereinafter referred to as VILLAGE) for sidewalk replacement along CH 4/Bloomingdale Road, Section 17-00184-01-SW (hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the Division of Transportation is $30,100.74; and

WHEREAS, a contract was awarded by the VILLAGE 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 VILLAGE for the PROJECT are hereby decreased in the amount of $454.08, resulting in a final COUNTY cost of $29,646.66, a decrease of 1.51%.

Enacted and approved this 13th day of February, 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-0432-15 on June 23, 2015; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0432-15 to Meade, Inc., for the 2016-2017 Traffic Signal and Street Light Maintenance Program, Section 15-TSMTC-00-GM; and

WHEREAS, the current contract total amount is $2,640,321.40; and

WHEREAS, Meade, 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 $1,155.04, resulting in a final County cost of $2,639,166.36, a decrease of 0.04%.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK