DU PAGE COUNTY
TRANSPORTATION COMMITTEE
FINAL AGENDA

April 17, 2018 Regular Meeting 10:00 AM
ROOM 3500B
421 NORTH COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday April 3rd, 2018

5. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-95 Recommendation for the approval of a contract purchase order to West Side Tractor Sales Co., to furnish and deliver John Deere repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $20,000.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids (Direct replacement of compatible equipment parts)

B. 2018-104 Recommendation for the approval of a contract purchase order to Potters Industries, LLC, to furnish and deliver glass beads for the Division of Transportation, for a contract total not to exceed $12,516.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

C. 2018-97 Recommendation for the approval of a contract purchase order to Mac’s Body Shop, Inc., to provide auto body repair services, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $20,000.00; Per renewal option under bid award 17-032-JM, first of three options to renew

D. 2018-96 Recommendation for the approval of a contract purchase order to S&S Signs and Safety Equipment, to furnish and deliver roll up signs, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $20,000.00; Per low quote 18-024-BF
E. 2018-106 Recommendation for the approval of a contract purchase order to Roadsafe Traffic Systems, Inc., to furnish and deliver preformed pavement marking tape, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $10,949.83; Per low quote 18-046-GV

F. DT-P-0111-18 Recommendation for the approval of a contract purchase order to Chicago Parts and Sound, LLC, to furnish and deliver Ford and Motorcraft auto and light truck parts, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $40,000.00; Per renewal option under bid award 16-117-JM, second of three options to renew

G. DT-P-0101-18 Recommendation for the approval of a contract purchase order to Osburn Associates, Inc., to furnish and deliver sign materials/sign faces, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $65,000.00; Per renewal option under bid award 17-065-GV, first of three options to renew

H. DT-P-0109-18 Recommendation for the approval of a contract purchase order to Mandel Metals, Inc., d/b/a US Standard Sign, to furnish and deliver sign materials/Sign Blanks, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $36,613.01; Per lowest responsible bid 18-059-LG

I. DT-P-0110-18 Recommendation for the approval of a contract purchase order to Decker Supply Co., Inc., to furnish and deliver sign posts, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $44,945.11; Per lowest responsible bid 18-037-JM

J. DT-P-0102-18 Recommendation for the approval of a contract purchase order to Shorewood Home and Auto, Inc., to furnish and deliver one (1) John Deere 1575 TerrainCut with mower for the Division of Transportation, for a contract total not to exceed $31,322.61; Per lowest responsible bid 18-056-LG

K. DT-P-0106-18 Recommendation for the approval of a contract purchase order to Osburn Associates, Inc., to furnish and deliver sign post reflectors and linear delineation panels, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $28,795.30; Per lowest responsible bid 18-038-JM

L. DT-P-0107-18 Recommendation for the approval of a contract purchase order to Rilco Inc. (F/K/A Rock Island Lubricants and Oil Company), to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $30,000.00; Per lowest responsible bid 18-070-GV
M. DT-P-0108-18 Recommendation for the approval of a contract purchase order to Freeway Ford-Sterling Truck Sales, Inc., to furnish and deliver one (1) 2019 Ford F-550 Super Cab Utility Service Truck for the Division of Transportation, for a contract total not to exceed $79,638.00; Per lowest responsible bid 18-041-LG

N. DT-P-0119-18 Recommendation for the approval of a contract purchase order to Brad Taylor Inc., d/b/a BTI Brush, to provide mowing services along various DuPage County rights-of-way, as needed for the Division of Transportation, for the period April 24, 2018 through November 30, 2018, for a contract total not to exceed $50,000.00; Per lowest responsible bid 18-079-GV

O. DT-P-0120-18 Recommendation for the approval of a contract purchase order to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, for a contract total not to exceed $39,476.38; Per lowest responsible bid 18-069-JM

P. DT-P-0100-18 Recommendation for the approval of a contract purchase order to Globetrotters Engineering Corporation, to provide Professional Construction Engineering Services upon request of the Division of Transportation, Section 18-CENGR-04-EG, for a contract total not to exceed $400,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

Q. DT-P-0114-18 Recommendation for the approval of a contract purchase order to STV Incorporated, to provide Professional Construction Engineering Services for the 2018 Pavement Maintenance (North) Program, Section 18-PVMT-09-GM, for a contract total not to exceed $299,970.67; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

R. DT-R-0120-18 RESOLUTION -- Awarding Resolution to R.W. Dunteman Company, for the 2018 Pavement Maintenance (South) Program, Section 18-PVMT-10-GM, for an estimated County cost of $4,194,216.29

Agreements

S. DT-R-0138-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the County of Cook concerning Elgin O’Hare/I-390 Corridor Enhancements, Section 14-00245-05-EG and 14-00245-05-LS, Phase II Design Engineering (County to be reimbursed 50%, estimated at $52,532.00)

T. DT-R-0139-18 RESOLUTION -- Grant Agreement for the Illinois Clean Diesel Grant Program/CMAQ/Chicago Area Green Fleets Grants between the County of DuPage and the State of Illinois Environmental Protection Agency for truck conversions to operate on compressed natural gas (County’s Reimbursement 50% / $21,000.00)
Change Orders/Amendments

U. Action Item -- DT-P-0172A-17 - Amendment to Resolution DT-P-0172-17, issued to Detroit Salt Company, to furnish and deliver bulk rock salt, as needed for the Division of Transportation, to increase the funding in the amount of $401,175.00, resulting in an amended contract total amount of $1,173,525.00, an increase of 51.94%

V. Action Item -- DT-R-0337B-15 – Amendment to Resolution DT-R-0337A-15, Intergovernmental Agreement between the County of DuPage and the City of Warrenville, for improvements to CH 32/Warrenville Road over the West Branch of the DuPage River, Section 12-00220-03-BR (No County cost)

W. Action Item -- DT-R-0010B-17 – Amendment to Resolution DT-R-0010A-17, Additions to DuPage County Highway System to include Salt Creek Bridge as CH 60/North Thorndale Avenue

X. Action Item -- DT-R-0354A-17 – Amendment to Resolution DT-R-0354-17, issued to Meade, Inc., for the 2018-2019 Traffic Signal and Street Light Maintenance Program, Section 18-TSMTC-01-GM, to increase the funding in the amount of $74,836.00, resulting in an amended estimated County cost of $2,294,744.51, an increase of 3.37% (Furnish/install inner-duct and indoor-outdoor fiber for Customer Premise Equipment (CPE) network connectivity to the DU-COMM PSAP for the DuPage County Emergency Telephone System Board ($41,181.00), Information Technology ($20,245.00) and Du-Comm/Facilities Management ($13,410.00)

6. REPORT FROM STATE'S ATTORNEY'S OFFICE

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT
1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Donald Puchalski at 10:03 AM.

2. ROLL CALL

PRESENT: Elliott, Healy, Krajewski (10:06 AM), Noonan, Puchalski, Zay
ABSENT:

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Mar 20, 2018 10:00 AM

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

5. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-92 Recommendation for the approval of a contract purchase order to Monroe Truck Equipment, Inc., to furnish and deliver four (4) aluminum pull tarp systems for the Division of Transportation, for a contract total not to exceed $6,072.00; Per low quote 18-073-GV
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Noonan, Puchalski, Zay
ABSENT: Krajewski

B. DT-P-0093-18 Recommendation for the approval of a contract purchase order to Patten Industries, Inc., to furnish and deliver one (1) Caterpillar model 962M medium wheel loader for the Division of Transportation, for a contract total not to exceed $249,050.00; Per lowest responsible bid 18-015-LG

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

C. DT-P-0097-18 Recommendation for the approval of a contract purchase order to ESI Consultants, Ltd., to provide Professional Construction Engineering Services for the 2018 Pavement Maintenance (South) Program, Section 18-PVMTC-10-GM, for a contract total not to exceed $287,527.32; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

Discussion held

RESULT: APPROVED [4 TO 1]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Healy, Noonan, Puchalski, Zay
NAYS: Elliott
ABSENT: Krajewski

Member Krajewski entered the room at 10:06 a.m.

D. DT-R-0119-18 RESOLUTION -- Awarding Resolution to Arrow Road Construction Company, for the 2018 Pavement Maintenance (North) Program, Section 18-PVMTC-09-GM, for an estimated County cost of $3,084,750.70; Per low bid
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

E. DT-R-0121-18 RESOLUTION -- Awarding Resolution to Thorne Electric, Inc., for the installation of a Span Wire Traffic Signal at CH 7/St. Charles Road at President Street, Section 18-00297-00-TL, for an estimated County cost of $100,726.70; Per low bid (County to be reimbursed 50%)
Discussion held
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Agreements

F. DT-R-0108-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for the installation of a Span Wire Traffic Signal at CH 7/St. Charles Road and President Street, including future maintenance and energy responsibilities, Section 18-00297-00-TL (Estimated Village Reimbursement $75,000.00)
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Amendments

G. Action Item -- DT-R-0057A-18 – Amendment to Resolution DT-R-0057-18, First Amendment to the Agreement between the County of DuPage and Oxcart Permit Systems, LLC, for Professional Overweight/Over Dimension Permitting Services
RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Ordinances

H. DT-O-0020-18 ORDINANCE -- Ordinance authorizing the execution of an Intergovernmental Agreement between the County of DuPage and the Carol Stream Park District for the multi-use path along CH 23/Gary Avenue, from the Great Western Trail to Army Trail Road, Section 11-00237-11-BT

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

6. INFORMATIONAL ONLY

A. Informational -- Grant Proposal Notification 013-18: FY 2020 Local Highway Safety Improvement Program - Division of Transportation - $3,179,070

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

7. REPORT FROM STATE'S ATTORNEY'S OFFICE

8. OLD BUSINESS

9. NEW BUSINESS

Chairman Puchalski advised the Committee that the annual Snow & Ice luncheon will be scheduled through the County Board office and the date to be announced at a future meeting.

10. ADJOURNMENT
Requisition under 25k dollars

2018-95
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20,000.00</td>
<td>06/01/18-05/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Completed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td></td>
<td>04/02/2018 11:52 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td></td>
<td>04/02/2018 4:45 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td></td>
<td>04/03/2018 4:02 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td></td>
<td>04/04/2018 4:20 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td></td>
<td>04/06/2018 8:10 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td></td>
<td>04/09/2018 4:24 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td></td>
<td>04/17/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition
### Procurement Services Division

**Send Purchase Order To:**
- Vendor: West Side Tractor Sales Co.
- Vendor #: 10072
- Dept: Division of Transportation
- Attn: David Adeli
  - Email: dadell@westsidetractor.net
- Address: 1400 W. Ogden Ave.
- City: Naperville
  - State: IL
  - Zip: 60563
- Phone: 630-355-7150

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

**Send Payments To:**
- Vendor: West Side Exchange
- Vendor #: 10072
- Dept: Division of Transportation
- Attn: Email
- Address: Dept 4570 P.O. Box 87618
- City: Chicago
  - State: IL
  - Zip: 60680-0618
- Phone: Fax

**Ship To:**
- Dept: Division of Fleet Maintenance
- Address: 180 N. County Farm Road
- City: Wheaton
  - State: IL
  - Zip: 60187
- Phone: 630-407-6930

**Payment Terms:** PO 20 Delivery Date: Requisitioner
- F.O.B.: PO 20
- Destination: Darcie Garzia

**Use for:**
- Contract Administrator
- Contract Start Date: Jun 1, 2018
- Contract End Date: May 31, 2019

<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>JOHN DEERE REPAIR PARTS</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>15,000.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>JOHN DEERE REPAIR PARTS</td>
<td></td>
<td>1500</td>
<td>1101</td>
<td>52250</td>
<td></td>
<td></td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $20,000.00

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

**TO FURNISH AND DELIVER JOHN DEERE REPAIR AND REPLACEMENT PARTS FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019**

**SOLE AUTHORIZED DEALER**

**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):

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

- FY2018: 1500-3520-52250 $7,500.00
- FY2019: 1500-3520-52250 $7,500.00
- FY2018: 1500-1101-52250 $2,500.00
- FY2019: 1500-1101-52250 $2,500.00

**Transportation - 04/17/18**
**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: West Side Tractor Sales, Co</th>
<th>Vendor #: 10072</th>
<th>Contract Term: 6/1/2018 - 5/31/2019</th>
<th>Contract Total: $20,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6930</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Procurement/Scope of Work/Background</th>
<th>To furnish and deliver John Deere repair and replacement parts for a contract total, not to exceed $20,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason for Procurement</td>
<td>To purchase John Deere repair and replacement parts to perform maintenance and repair on County owned and operated John Deere equipment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement budgeted for (FY and budget code(s)): 1500 3520 1101 52250</td>
</tr>
</tbody>
</table>

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

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

**Prepared By**

<table>
<thead>
<tr>
<th>Preparation Date</th>
<th>Recommended for Approval Date</th>
<th>IT Approval if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Mar 22, 2018</td>
<td>4/2/18</td>
</tr>
</tbody>
</table>

**Reviewed By**

<table>
<thead>
<tr>
<th>Date</th>
<th>Procurement Officer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/4/18</td>
<td>4-4-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Chief Financial Officer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-6-18</td>
<td>Chairman's Office Date</td>
</tr>
</tbody>
</table>

- Form optimized for Acrobat and Adobe Reader version 9 or later
# JUSTIFICATION FOR SOLE SOURCE

**REQUISITION #** 18-1500-041  
**MANUFACTURER** John Deere Repair Parts  
**DEPARTMENT** Division of Transportation  
**PRODUCT #** Various

## DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

John Deere Original Equipment repair and replacement parts used to perform maintenance and repair on County owned and operated John Deere Equipment.

## 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
- [x] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturers product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

## REQUESTED SOURCE

<table>
<thead>
<tr>
<th>West Side Tractor Sales Co.</th>
<th>CONTACT</th>
<th>David Adeli</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE 630-355-7150</td>
<td>WEBSITE</td>
<td></td>
</tr>
</tbody>
</table>

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

West Side Tractor Sales Co. provides John Deere OEM repair and replacement parts for County owned and maintained John Deere Equipment. Per the attached letter, West Side Tractor Sale Co. is the exclusive factory authorized parts supplier in North and Northeastern Illinois.

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

Yes

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

Per the attached letter, dated March 21, 2018, it is confirmed that West Side Tractor Sales Co. is the exclusive parts supplier in North and Northeastern Illinois and Indiana.

---

**Signature on File**  

**DEPARTMENT APPROVAL**  

**DATE**  

**PURCHASING REVIEW**  

**DATE**
March 21, 2018

Darcie Garza, CPPB
DuPage County DOT
140 N. County Farm Rd.
Wheaton, IL 60187

Dear Ms. Garza,

Please consider this letter confirmation that West Side Tractor Sales, Naperville, Illinois, with additional full-service locations in South Holland, Rockdale, Wauconda, and Rockford, is the exclusive equipment distributor and factory authorized parts and service supplier of John Deere Construction & Forestry Equipment in its area of contracted primary responsibility.

West Side Tractor Sales’ area of contracted primary responsibility for John Deere Construction & Forestry Equipment includes fifteen counties in North and Northeastern Illinois, (i.e. Cook, DuPage, Lake Kane, Will, etc.) and sixty-eight counties throughout the state of Indiana.

Should you require any additional information, please contact me.

Sincerely,

Signature on File

David Adeli
Accounting Manager
West Side Tractor Sales Co
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: West Side Tractor Sales Co
Company Contact: David Adeli
Contact Phone: 606-555-7143
Contact Email: dadeli@westsidetractoreco.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 of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

I hereby acknowledge:

Authorized Signature

Signature on File

Printed Name: David Adeli
Title: Accounting
Date: 3-22-18

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

2018-104
Requisition under 25k dollars

2018-104

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$12,516.00</td>
</tr>
</tbody>
</table>

REQUESTING DEPT. | TRANSPORTATION COMMITTEE
-------------------|-----------------------------

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE COMPLETED</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/05/2018 11:36 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/05/2018 1:15 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/05/2018 2:20 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/06/2018 11:44 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/10/2018 5:06 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/12/2018 3:29 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Packet Pg. 17
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

- **Vendor:** Potters Industries, LLC  
  - **Vendor #:** 11328
- **Attn:** Kendra  
  - **Email:** kendra.stamper@pottersbeads.com
- **Address:** P.O. Box 840
- **City:** Valley Forge  
  - **State:** PA  
  - **Zip:** 19482-0840
- **Phone:** 800-325-9525  
  - **Fax:** 800-541-3193

### Send Invoices To:

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

### Send Payments To:

- **Vendor:** Potters Industries, Inc.  
  - **Vendor #:** 11328
- **Attn:**  
  - **Email:**
- **Address:** P.O. Box 90414
- **City:** Chicago  
  - **State:** IL  
  - **Zip:** 60696-0414
- **Phone:**  
  - **Fax:**

### Ship To:

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

### Payment Terms

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

### F.O.B.

- **Destination:**
- **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>Glass Beads Bulk - Type B</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td>12,516.00</td>
<td>12,516.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** 12,516.00

---

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

- This contract purchase order is to furnish and deliver Glass Beads (Bulk) Type B, for a one-time delivery, per State of Illinois contract pricing PSD #4018259

One time Bulk/Pallet Full Truckload Delivery @ .298/pound = $12,516.00

To schedule delivery contact Darcie Garza, CPPB reachable at 630-407-6906

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

- Email completed approved PO to Kendra Stamper

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

- FY2018 1500 3510 52270 $12,516.00
- Transportation - 04/17/18

---

**Packet Pg. 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: Potters Industries, LLC</th>
<th>Vendor #: 11328</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $12,516.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
<tr>
<td><strong>Description of Procurement/Scope of Work/Background</strong></td>
<td>To furnish and deliver glass beads for a contract total not to exceed $12,516.00.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reason for Procurement</strong></td>
<td>Glass beads are used to add reflectivity to traffic marking paint that is applied to County roadways.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: __________

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Under Government Joint Purchasing Act (30ILCS525) select one below
  - State of Illinois - Master Contracts # PSD #4018359
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # __________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Apr 3, 2018</td>
<td>________________________</td>
<td>4/15/18</td>
<td>________________________</td>
<td>4/15/18</td>
</tr>
<tr>
<td>Buyer</td>
<td>4/15/18</td>
<td>Procurement Officer</td>
<td>4/6/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>4/10/18</td>
<td>Chairman's Office</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

---

**Attachment:** Potters Industries, LLC - Checklist (2018-104 : Potters Industries, LLC)
Decision Memo
Procurement Services Division

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

Requesting Department: Division of Transportation
Contact Email: darcie.garza2@dupageco.org
Vendor Name: Potters Industries, LLC

Department Contact: Darcie Garza, CPPB
Contact Phone: 630-407-6906
Vendor #: 11328

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 glass beads, for a contract total not to exceed $12,516.00.

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

Glass beads are used to add reflectivity to traffic marking paint that is applied to County roadways.

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.

Glass beads are requisitioned in Early November (see attached requisition) This allows the State to gather municipal usage and bid out at a larger quantity.

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

Glass Beads were requisitioned with the State on November 1st, 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.

Staff recommends honoring the requisitioned commitment to the State and awarding the contract to Potters Industries, Inc.

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

FY2018 1500-3510-52270 $12,516.00
# Master Blanket Purchase Order 17-416CMS-BOSS4-P-118

## Header Information
- **Purchase Order Number:** 17-416CMS-BOSS4-P-118
- **Status:** 3PS - Sent
- **Fiscal Year:** 2017
- **Organization:** CMS - Central Management Services
- **Department:** BOSS41610 - Strategic Sourcing
- **PO Type:** Blanket
- **Location:** AG001 - Strategic Sourcing
- **Entered Date:** 04/10/2017 01:29:58 PM
- **Entered By:** Wayne Ilsley
- **Type Code:** Competitive Sealed Bidding
- **Control Code:**
- **Discount %:** 0.00%
- **Release Type:** Direct Release
- **Pcard Enabled:** No
- **Actual Cost:** $0.00

## Contact Instructions:
- **Agency Reference Number:** 228361
- **Bulletin Reference Number:**
- **Publication Date:**
- **Special Procurement Type:**
- **Is this subject to  Small Business Set Aside?:** No
- **Are there any items on this PO on the current CPO Approved ICI List?:** No
- **Actual Contract Begin Date:** 04/01/2017
- **Actual Contract End Date:** 03/31/2019
- **Date Contract Executed:**

---

**Short Description:** PSD GLASS BEADS FOR TRAFFIC PAINT 2017

**Quantity:**

---

**Packet Pg. 21**

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/poSummary.sdo?docId=17-416... 4/2/2018
Number of Renewals
(number of times you can renew):

Fiscal Year of Obligation:

Master Contract?:

Original/ Old Contract Number:

Subcontractor Utilization:

Subcontractor Disclosed?:

Travel Indicator:

Fixed Price?:

Advanced Payment?:

Incoterm Key:

Incoterm Location (City):

Usage % Alert:

Validity Alert (Days):

SAP Vendor Number:

Full SAP Contract Value:

Agency Attachments:

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Vendor:

Primary Vendor Information & PO Terms

Vendor ID Vendor Name Preferred Delivery Method Vendor Distributor Status
V00002067 Potters Industries, LLC Email Active

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document Notifications Acknowledged Date/Time
Change Order 1 Email to kendra.stamper@pottersbeads.com at 04/02/2018 09:24:18 AM 04/02/2018 10:34:51 AM

Master Blanket/Contract Vendor Distributor List

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 04/01/2018 Master Blanket/Contract End Date: 03/31/2019
Cooperative Purchasing Allowed: Yes

<table>
<thead>
<tr>
<th>Organization</th>
<th>Department</th>
<th>Dollar Limit</th>
<th>Dollars Spent to Date</th>
<th>Minimum Order Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL ORG - Organization Umbrella Master Control</td>
<td>AGY - Agency Umbrella Master Control</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>416CMS - CMS - Central Management Services</td>
<td>BCSS441810 - Strategic Sourcing</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Item Information

Print Sequence # 1.0, Item # 1: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE MARKING, BAG/PALLET, 3PS DELIVERY TO IDOT, AGENCY TO SPECIFY BAG/PALLET ON ORDER IN ACCORDANCE WITH IDOT'S "ART.1095.07" STANDARD SPECIFICATIONS SENT FOR GLASS BEADS FOR PAVEMENT MARKINGS REFERENCED HEREIN AND MADE PART OF CONTRACT SOLICITATION. VENDORS ARE REQUIRED TO FURNISH A QUOTE FOR A SINGLE POUND PRICE. EXPECTED TOTAL AMOUNT OF BEADS TO BE PROCURED OFF THIS LINE WILL BE LISTED WITHIN THE TERMS AND CONDITIONS SECTION OF THIS SOLICITATION. STATE BAGS PER PALLET:

NIGP Code: 550-04 Beads, Glass, Sign and Stripe

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0</td>
<td>$0.298</td>
<td>LB - US Pound</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Manufacturer: 2641 670 1011 Packaging: 40 BAGS/PALLET

Print Sequence # 2.0, Item # 2: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE MARKING, BULK SHIPMENT TO IDOT AGENCIES, IN ACCORDANCE WITH IDOT'S "ART.1095.07" STANDARD SPECIFICATIONS FOR GLASS BEADS FOR PAVEMENT MARKINGS REFERENCED HEREIN AND MADE PART OF CONTRACT SOLICITATION. VENDORS ARE REQUIRED TO FURNISH A QUOTE FOR A SINGLE POUND PRICE. EXPECTED TOTAL AMOUNT OF BEADS TO BE PROCURED FROM THIS LINE WILL BE LISTED WITHIN THE TERMS AND CONDITIONS SECTION OF THIS SOLICITATION.

https://www.bidbuy.illinois.gov/bso/external/purchaseorder/pcSummary.sdo?docId=17.4.16
### Print Sequence # 3.0, Item # 3:

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0</td>
<td>$0.298</td>
<td>LB</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Manufacturer:**
**Brand:**
**Model:**

2641 670 1012  

**Packaging:**

Additional NIGP Code:

SAP  

Material/Service  

Master Number:

Item Target Value:

BEADS, GLASS, TYPE B, FOR PAVEMENT LINE MARKING, BULK SHIPMENT TO IDOT AGENCIES. IN ACCORDANCE WITH IDOT'S "ART. 1095.07" STANDARD SPECIFICATIONS FOR GLASS BEADS FOR PAVEMENT MARKINGS REFERENCED HERETIN AND MADE PART OF CONTRACT SOLICITATION. VENDORS ARE REQUIRED TO FURNISH A QUOTE FOR A SINGLE POUND PRICE. EXPECTED TOTAL AMOUNT OF BEADS TO BE PROCURED FROM THIS LINE WILL BE LISTED WITHIN THE TERMS AND CONDITIONS SECTION OF THIS SOLICITATION.

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

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0</td>
<td>$0.298</td>
<td>LB</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Manufacturer:**
**Brand:**
**Model:**

2641 670 1012  

**Packaging:**

Additional NIGP Code:

SAP  

Material/Service  

Master Number:

Item Target Value:

BEADS, GLASS, TYPE B, FOR PAVEMENT LINE MARKING, BULK SHIPMENT TO IDOT AGENCIES. IN ACCORDANCE WITH IDOT'S "ART. 1095.07" STANDARD SPECIFICATIONS FOR GLASS BEADS FOR PAVEMENT MARKINGS REFERENCED HERETIN AND MADE PART OF CONTRACT SOLICITATION. VENDORS ARE REQUIRED TO FURNISH A QUOTE FOR A SINGLE POUND PRICE. EXPECTED TOTAL AMOUNT OF BEADS TO BE PROCURED FROM THIS LINE WILL BE LISTED WITHIN THE TERMS AND CONDITIONS SECTION OF THIS SOLICITATION.
NIGP Code: 550-04  
Beads, Glass, Sign and Stripe

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>0.0</td>
<td>$0.296</td>
<td>LB - US Pound</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Manufacturer:  
Make: 2641 670 1012  
Packaging:

Print Sequence # 5.0, Item # 5:  
BEADS, GLASS, TYPE B, FOR PAVEMENT LINE MARKING. BAG/PALLET, 3PS DELIVERY TO LOCAL GOVERNMENTAL AGENCIES AS STATED HEREIN. AGENCY TO SPECIFY BAG/PALLET ON ORDER IN ACCORDANCE WITH IDOT’S “ART.1095.07” STANDARD SPECIFICATIONS FOR GLASS BEADS FOR PAVEMENT MARKINGS REFERENCED HEREIN AND MADE PART OF CONTRACT SOLICITATION. VENDORS ARE REQUIRED TO FURNISH A QUOTE FOR A SINGLE POUND PRICE. EXPECTED TOTAL AMOUNT OF BEADS TO BE PROCURED FROM THIS LINE WILL BE LISTED WITHIN THE TERMS AND CONDITIONS SECTION OF THIS SOLICITATION.

NIGP Code: 550-04  
Beads, Glass, Sign and Stripe

<table>
<thead>
<tr>
<th>Receipt Method</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>0.0</td>
<td>$0.296</td>
<td>LB - US Pound</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Manufacturer:  
Make: 2641 670 1010  
Packaging: 40 BAGS/PALLETT

1-5 of 6  
1 2  
Exit
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERMS AND CONDITIONS</td>
<td></td>
</tr>
<tr>
<td>CONTRACT VENDORS</td>
<td>00001</td>
</tr>
<tr>
<td>CONTRACT ITEMS/SERVICES BY LINE ITEM</td>
<td>00008</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
<tr>
<td>DESCRIPTION: BEADS, GLASS, TYPE B, FOR PAVEMENT LINE</td>
<td>00009</td>
</tr>
</tbody>
</table>
STATE OF ILLINOIS
DEPARTMENT OF
CENTRAL MANAGEMENT SERVICES

NOTICE OF AWARD

CONTRACT TITLE: PSD GLASS BEADS FOR TRAFFIC PAINT 2017

OPTIONS AVAILABLE: 01

VENDOR NAME AND ADDRESS
POTTERS INDUSTRIES LLC
DBA FLEX-0-LITE
PO BOX 840
VALLEY FORGE, PA 19482-0840

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

BUYER NAME AND PHONE
WAYNE ILSLEY
(217) 782-8091

SOLICITATION: 228361
BID OPEN DATE: 01/24/17

CONTRACT NO: 4018359
BID FIRM TIME (120 DAYS):
VENDOR'S BID MUST REMAIN FIRM FOR 120 DAYS FROM THE BID OPENING.

CONTRACT NO: 4018359
VENDOR PAYMENT PROGRAM:
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.

CONTRACT NO: 4018359
FEDERAL SUSPENSION AND DEBARMENT CONTRACT CERTIFICATION

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.

CONTRACT NO: 4018359
SCOPE & REQUIREMENTS:

TO ESTABLISH A CONTRACT TO ENABLE THE DEPARTMENT OF TRANSPORTATION AND THOSE LOCAL GOVERNMENTAL UNITS (AS SHOWN WITHIN) AUTHORIZED TO PARTICIPATE IN THE JOINT PURCHASING PROGRAM TO PURCHASE GLASS BEADS AS STATED HERIN.

NOTE: J.P. INCLUSION IN THIS CONTRACT IS BASED UPON AN ANNUAL SURVEY AND IS STATED HERIN, AND ANY ADDITIONAL PARTICIPATION IN THE RESULTANT CONTRACT IS NOT ALLOWED.

QUANTITIES LISTED:
THE QUANTITIES SHOWN HERIN ARE ESTIMATED QUANTITIES. PARTICIPATING
UNITED IN THIS CONTRACT MAY ADJUST THEIR ACTUAL ORDER QUANTITY BY AN AMOUNT NOT TO EXCEED PLUS OR MINUS 10%. ADJUSTMENTS EXCEEDING THIS, SHALL BE ALLOWED UPON MUTUAL AGREEMENT OF BOTH PARTIES.

CONTRACT TERM:
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: 4018359
G67031 : BIDDERS' NOTE:

SPECIFICATION:
ALL LINE ITEMS SHALL COMPLY WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED JANUARY 2016, ART. 1095.07, GLASS BEADS FOR PAVEMENT MARKINGS" WHICH IS AVAILABLE ON DOT'S INTERNET (WWW.IDOT.ILLINOIS.GOV) AT THE FOLLOWING LINK LOCATION: GO TO: DOING BUSINESS / CONSTRUCTION QUICK-LINKS / STANDARD SPECIFICATIONS, / STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION - MANUAL ADOPTED JANUARY 3, 2016 / ART. 1095.07

BIDDER REQUIREMENT:
BIDDERS ARE REQUIRED TO FAMILIARIZE THEMSELVES WITH THE METHODS OF SAMPLING, TESTING, AND REPORTING UTILIZED BY THE DEPARTMENT OF TRANSPORTATION AND THEIR BID SHALL BE ACCOMPANIED BY A STATEMENT INDICATING THEY ARE FAMILIAR WITH THE EQUIPMENT AND TEST METHODS UTILIZED, AND THAT SUCH PROCEDURES ARE ACCEPTABLE TO AND WILL BE BINDING UPON THE BIDDER.

PRE-BID SAMPLE REQUIREMENT:
ONE-KILOGRAM (2.2 POUND) PRELIMINARY SAMPLE OF THE GLASS BEADS, MANUFACTURER PRELIMINARY COMPLIANCE STATEMENT AND TEST RESULTS, AND ONE EMPTY BAG, REPRESENTATIVE OF THE TYPE PROPOSED FOR USE. SAMPLES SHALL BE SENT TO BUREAU OF MATERIALS, 126 E. ASH STREET, SPRINGFIELD, IL 62704, AND MUST BE CLEARLY MARKED ON THE OUTSIDE "BID SAMPLES FOR IFB # _ _ _ _ _ _ _ _ _ _ " AND SHOULD BE RECEIVED PRIOR TO THE BID OPENING DATE AND TIME.

EVALUATION AND APPROVAL:
AWARD EVALUATION AND APPROVAL WILL BE CONTINGENT UPON SUBMITTED SAMPLE PASSING ALL SPECIFICATION REQUIREMENTS, AS TESTED BY THE DEPARTMENT OF TRANSPORTATION. SAMPLES APPROVED FOR AWARD SHALL BE CONSIDERED AS THE CERTIFICATION STANDARD FOR ALL GLASS BEADS AND ALL BAGS USED FOR SHIPPING UNDER THE RESULTANT CONTRACT.

METHOD OF AWARD:
THE STATE OF ILLINOIS DESIRES TO AWARD TO ONE VENDOR WITH AGGREGATE LOW TOTAL FOR ALL ITEMS HEREIN, BUT RESERVES THE RIGHT TO AWARD BY GROUPS OF ITEMS OR BY LINE ITEM WHEN AN ACCEPTABLE TOTAL AGGREGATE ITEM BID IS NOT RECEIVED, FOR APPROVED PRODUCTS MEETING THE MINIMUM REQUIREMENTS AND SPECIFICATIONS WITHIN THIS INVITATION FOR BID, AND GIVING DUE CONSIDERATION SPECIFICATION, QUALITY OF PRODUCT AND THE BIDDER'S ABILITY TO DELIVER IN A TIMELY MANNER.

CONTRACT NO: 4018359
G67032 : PACKAGING

PACKAGING FOR BAG/PALLET DELIVERY - GLASS BEADS SHALL BE IN APPROVED MOISTURE-PROOF BAGS CONSISTING OF AT LEAST FIVE-PLY PAPER CONSTRUCTION UNLESS OTHERWISE SPECIFIED. EACH BAG SHALL CONTAIN 50 POUNDS NET AND SHALL BE LEGIBLY MARKED WITH THE MANUFACTURER, SPECIFICATION AND TYPE, LOT NUMBER, AND THE MONTH AND YEAR THE GLASS BEADS WERE PACKAGED.

PACKAGING FOR BULK DELIVERY MUST CONFORM TO FEDERAL SPECIFICATION PPP-B-640D CLASS IX OR LATEST REVISION. BOXES ARE TO BE WEATHER RESISTANT, TRIPLE-WALL, FLUTE-CORRUGATED FIBER-BOARD. CARTON SHALL BE STRAPPED WITH TWO (2) METAL/FIBER STRAPS THAT SURROUND THE OUTSIDE PERIMETER OF THE CARTON. THE FIRST STRAP SHALL BE APPROXIMATELY TWO (2) INCHES FROM THE BOTTOM OF THE CARTON AND A SECOND STRAP SHALL BE
PLACED APPROXIMATELY IN THE MIDDLE OF THE CARTON. ALL CARTONS SHALL BE SHRINK WRAPPED FOR PROTECTION FROM MOISTURE. ALL CARTONS MUST BE LINED WITH A MINIMUM 4 MIL POLYESTER BAG AND MEET ICC REQUIREMENTS. ALL CARTONS MUST BE APPROXIMATELY 38 X 38 INCHES, CONTAIN 2,000 LBS. OF BEADS, AND BE FULLY SECURED ON A WOODEN PALLET WITH FIBER STRAPS.

CONTRACT NO: 4018359
G67034 : INSPECTION & TESTING:

THE FOLLOWING SUPERSEDES ART. 1095.7.C "SAMPLING AND TESTING".

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

ACCEPTANCE OF EACH LOT OF GLASS BEADS 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 GLASS BEADS STATING THAT THE MATERIALS USED, AND THE FINISHED PRODUCT, MEET THE REQUIREMENTS OF THE SPECIFICATIONS.

INCLUDED WITH THE CERTIFICATION 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 INCLUDE SIEVE ANALYSIS, IMPERFECTIONS AND FLOWING PROPERTIES.

TEST PROCEDURES AND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE ASTM STANDARDS AND STANDARD SPECIFICATIONS. A COPY OF THE CERTIFICATION STATEMENT AND TEST RESULTS SHALL ACCOMPANY EACH SHIPMENT OF GLASS BEADS DELIVERED TO STATE OR LOCAL GOVERNMENTAL UNITS. GLASS BEADS DELIVERED WITHOUT THE CERTIFICATION MAY BE REFUSED AND RETURNED TO THE 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 GLASS BEADS SHALL RESULT IN HAVING THE ENTIRE LOT REPLACED AT THE VENDOR'S EXPENSE. AT THE MANUFACTURER'S REQUEST ONE RE-SAMPLING OF ANY MATERIAL THAT FAILS TO MEET THE SPECIFICATION REQUIREMENTS WILL BE ALLOWED WITH THE MANUFACTURER'S REPRESENTATIVE PRESENT.

IF THE TEST RESULTS OBTAINED ON RANDOM DESTINATION SAMPLES INDICATE A PATTERN OF NON-COMPLIANCE TO ANY SPECIFICATION REQUIREMENT, THE GLASS BEAD MANUFACTURER WILL BE CONSIDERED A "DE-CERTIFIED SOURCE". MATERIAL FROM A DE-CERTIFIED SOURCE WILL BE ACCEPTED ONLY BY TESTING AND APPROVING DESTINATION SAMPLES FROM EACH NEW LOT OF GLASS BEADS. 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 DISCRETION, DIFFERENT SAMPLING ARRANGEMENTS MAY BE MADE USING OTHER GOVERNMENT AGENCY RESOURCES OR INDEPENDENT INSPECTION LABORATORIES.

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

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

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

CONTRACT NO: 4018359
G67036 : SPECIFICATION COMPLIANCE:

SPECIAL VENDOR NOTES:
PLEASE MAKE YOUR BID RESPONSE ACCORDING TO THE UNIT OF MEASURE SHOWN HEREIN. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF YOUR BID.

SPECIFICATION COMPLIANCE:
IS THIS BID STRICTLY IN ACCORDANCE WITH OUR SPECIFICATIONS? IF NOT, BIDDER SHALL CLEARLY IDENTIFY ANY AND ALL DEVIATIONS OR THE BID MAY BE CONSIDERED NONRESPONSIVE. ATTACH ADDITIONAL SHEET(S) IF NECESSARY.

THE INCLUSION OF SIMPLE DESCRIPTIVE LITERATURE IS NOT SUFFICIENT FOR THIS PURPOSE. DEVIATIONS MUST BE NOTED ABOVE. THE BURDEN OF PROOF OF SPECIFICATION COMPLIANCE RESTS ENTIRELY WITH THE BIDDER. IF NO EXCEPTIONS ARE TAKEN, THE STATE WILL ASSUME COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.

CONTRACT NO: 4018359
G67038 : DELIVERY REQUIREMENTS:

ORDER & DELIVERY DEADLINES:

ALL PARTICIPATING UNITS ARE REQUIRED TO PLACE ORDERS WITH THE VENDOR BY MAY 01, 2017 IN ORDER TO ENSURE DELIVERY BY THE COMPLETION DATE.

ORDERS FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION MUST BE COMPLETED IN FULL BY JUNE 30, 2017. ORDERS FOR PARTICIPATING LOCAL GOVERNMENTAL UNITS SHALL BE COMPLETED BY JUNE 30, 2017 UNLESS ANOTHER ARRANGEMENT HAS BEEN MADE AND AGREED UPON BY BOTH PARTIES.

ANY AMOUNT OF BEADS NOT DELIVERED BY THE COMPLETION DATE WILL BE SUBJECT TO THE LIQUIDATED DAMAGES CLAUSE AS FOLLOWS:

LIQUIDATED DAMAGES:

VENDOR AGREES THAT, IN THE EVENT OF CERTAIN TYPES OF BREACH OF THIS CONTRACT BY VENDOR, THERE WILL BE GREAT DIFFICULTIES IN ESTABLISHING AND PROVIDE LOSS AS WELL AS GREAT INCONVENIENCE OR NONFEASIBILITY IN ATTEMPTING TO OBTAIN AN ADEQUATE REMEDY BY THE AGGRIEVED PARTY. THEREFORE, IN RESPECT TO THE KINDS OF CONCEIVABLE HARM THAT MIGHT BE ANTICIPATED OR ACTUALLY CAUSED BY ANY SUCH BREACH BY VENDOR, VENDOR AGREES THAT THE AMOUNTS WHICH WOULD BE REASONABLE IN THE LIGHT OF SUCH HARM, DIFFICULTIES, AND INCONVENIENCE OR NONFEASIBILITY SHALL BE ASSESSED AS LIQUIDATED DAMAGES AS FOLLOWS:

SHOULD THE VENDOR FAIL TO DELIVER 100% OF THE GLASS BEADS REQUIREMENTS BY JUNE 30, 2017, FOR EACH IDOT DISTRICT AND THOSE LOCAL GOVERNMENTAL UNITS WHICH SUBMITTED ORDERS BY MAY 01, 2017 THERE SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE VENDOR FOR EACH AND EVERY WORK DAY (MONDAY THROUGH THURSDAY, IDOT; MONDAY THROUGH FRIDAY, GOVERNMENTAL UNITS) THAT THE DELIVERIES REMAIN INCOMPLETE, THE SUM OF $100.00 PER DAY PER IDOT DISTRICT OR GOVERNMENTAL UNIT. THE SUM TOTAL SHALL BE TREATED AS FIXED LIQUIDATED DAMAGES DUE THE STATE-OF ILLINOIS OR LOCAL GOVERNMENTAL UNIT AND NOT AS A PENALTY DUE FROM THE VENDOR.

POST SEASON ORDERS:
PARTICIPANT WANTING ADDITIONAL REQUIREMENTS, ABOVE CONTRACT QUANTITY OR AFTER CONTRACTED QUANTITY DELIVERY COMPLETION, SHOULD CONTACT THE VENDOR FOR REQUIREMENT AVAILABILITY AND DELIVERY EXPECTATION. VENDOR SHALL, IF AVAILABLE AND UPON MUTUAL AGREEMENT, DOCUMENT REQUESTS AND SHIP PRODUCT IN ACCORDANCE WITH AGREEMENT AND AT THE CONTRACTED PRICE.

DELIVERY INSTRUCTIONS:

DELIVERY SHALL BE MADE UPON RECEIPT OF A RELEASE ORDER FOR SPECIFIC LOCATIONS WITHIN THE DEPARTMENT OF TRANSPORTATION. DELIVERIES SHALL BE MADE DURING THE WORK WEEK (MONDAY THROUGH THURSDAY) DURING REGULAR WORK HOURS (8:00 A.M. TO 2:00 P.M.). SUFFICIENT TIME BEING ALLOWED TO COMPLETE UNLOADING BEFORE THE END OF THE WORK DAY, UNLESS ANY PRIOR ARRANGEMENTS ARE MADE WITH THE RECEIVING OFFICER TO WHOM SHIPMENT IS TO BE MADE. THE RECEIVING OFFICER TO WHOM SHIPMENT IS TO BE MADE MUST
BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ARRIVAL OF EACH SHIPMENT.

LOCAL GOVERNMENT UNIT DELIVERIES SHALL BE MADE DURING THE TIMELINES STATED ON THEIR INDIVIDUAL ORDER DOCUMENTS OR AS MADE AND AGREED ON ALLowing SUFFICIENT TIME TO COMPLETE UNLOADING. DELIVERY LOCATIONS SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ARRIVAL OF ACTUAL SHIPMENT.

DELIVERY REQUIREMENTS:

DELIVERIES FOR BOTH THE DEPARTMENT OF TRANSPORTATION AND ALL LOCAL GOVERNMENTAL UNITS SHALL BE MADE ON FLATBED TRUCKS WITH REMOVABLE SIDES TO PROVIDE FOR EASE OF UNLOADING. SHIPMENTS SHALL BE COVERED WITH WEATHERPROOF TARP TO PROTECT AGAINST INCLEMENT WEATHER.

CONTRACT NO: 4918359
667067 - GLASS BEADS / ORDER QUANTITIES 2017

ESTIMATED QUANTITIES FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION:

<table>
<thead>
<tr>
<th>IDOT LOCATION</th>
<th>ESTIMATED QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT #1 - IDOT</td>
<td></td>
</tr>
<tr>
<td>49421-01 NORTHSIDE SIGN SHOP</td>
<td>0 LB.</td>
</tr>
<tr>
<td>7151 FOREST PRESERVE DR. CHICAGO, IL 60634</td>
<td>773-685-8366</td>
</tr>
<tr>
<td>49421-02 SOUTHSIDE SIGN SHOP</td>
<td>44,000 LB.</td>
</tr>
<tr>
<td>15940 PULASKI ROAD MARKHAM, IL 60426</td>
<td>708-597-9803</td>
</tr>
<tr>
<td>49421-03 NEW LENOX SIGN SHOP</td>
<td>0 LB.</td>
</tr>
<tr>
<td>1400 WEST MAPLE NEW LENOX, IL 60451</td>
<td>815-485-6475</td>
</tr>
<tr>
<td>49421-04 ELGIN SIGN SHOP</td>
<td>0 LB.</td>
</tr>
<tr>
<td>595 S. STATE ST. DR. F - DOOR 22 ELGIN, IL 60123</td>
<td>847-741-5302</td>
</tr>
<tr>
<td>DISTRICT #2 - IDOT</td>
<td></td>
</tr>
<tr>
<td>49422-01 DIST. 2 STORAGE YARD</td>
<td>490,000 LB.</td>
</tr>
<tr>
<td>2703 W. 4-TH STREET DIXON, IL 61021</td>
<td>815-284-5475</td>
</tr>
<tr>
<td>DISTRICT #3 - IDOT</td>
<td></td>
</tr>
<tr>
<td>49423-00 DISTRICT #3</td>
<td>132,000 LB.</td>
</tr>
<tr>
<td>700 E. NORRIS DRIVE OTTAWA, IL 61350</td>
<td>815-434-0437</td>
</tr>
<tr>
<td>49423-07 DIST. 3 ASHKUM MAINT. XCT. OF I-57 &amp; IL-116 ASHKUM, IL 60911</td>
<td>815-698-2223</td>
</tr>
<tr>
<td>T NUMBER: T3450</td>
<td>PAGE NO.: 00006</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
</tr>
</tbody>
</table>

| 49423-02 | 132,000 LB. |
| STATE TRANSPORTATION |
| 410 SOUTH LADD STREET |
| PONTIAC, IL 61764 |
| 815-844-7554 |

<table>
<thead>
<tr>
<th>DISTRICT #4 - IDOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>49424-14</td>
</tr>
<tr>
<td>DIST. 4 MONMOUTH</td>
</tr>
<tr>
<td>730 180-TH AVENUE ROUTE #4</td>
</tr>
<tr>
<td>MONMOUTH, IL 61462</td>
</tr>
<tr>
<td>309-734-2912</td>
</tr>
</tbody>
</table>

| 49424-01 | 150,000 LB. |
| DIST. 4 EDWARDS |
| 6504 W US HWY 150R DRIVE |
| EDWARDS, IL 61528 |
| PH: |

<table>
<thead>
<tr>
<th>DISTRICT #5 - IDOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>49425-23</td>
</tr>
<tr>
<td>IDOT SIGN SHOP</td>
</tr>
<tr>
<td>TRANSPORTATION BLDG. &quot;C&quot;</td>
</tr>
<tr>
<td>1347 IL HWY 133</td>
</tr>
<tr>
<td>PARIS, IL 61944</td>
</tr>
</tbody>
</table>

| 49425-27 | 100,000 LB. |
| IDOT CHAMPAIGN SIGN SHOP |
| 201 KISMER ROAD |
| CHAMPAIGN, IL 61822 |
| PH: |

| 49425-28 | 72,000 LB. |
| IDOT BLOOMINGTON SIGN SHOP |
| 2621 S VETERANS PKWY |
| BLOOMINGTON, IL 61701 |
| PH: |

<table>
<thead>
<tr>
<th>DISTRICT #6 - IDOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>49426-15</td>
</tr>
<tr>
<td>DIST. 6 BUILDING &quot;B&quot;</td>
</tr>
<tr>
<td>650 N. LINCOLN STREET</td>
</tr>
<tr>
<td>SPRINGFIELD, IL 62702</td>
</tr>
<tr>
<td>217-785 7315</td>
</tr>
</tbody>
</table>

| 49426-30 | 275,000 LB. |
| DIST. 6 TRAFFIC FACILITY |
| 701 NORTH MACARTHUR |
| SPRINGFIELD, IL 62702 |
| PH: |

<table>
<thead>
<tr>
<th>DISTRICT #7 - IDOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>49427-01</td>
</tr>
<tr>
<td>D-7 EFFINGHAM SIGN SHOP</td>
</tr>
<tr>
<td>19000 W. NATIONAL</td>
</tr>
<tr>
<td>1900 W NATIONAL AVE, ROUTE 40 W</td>
</tr>
<tr>
<td>EFFINGHAM, IL 62401</td>
</tr>
<tr>
<td>217-342-3951</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT #8 - IDOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>49428-01</td>
</tr>
<tr>
<td>DIST. 8 SIGN SHOP</td>
</tr>
<tr>
<td>9601 ST. CLAIR AVE.</td>
</tr>
<tr>
<td>FAIRVIEW HEIGHTS, IL 62208</td>
</tr>
<tr>
<td>618-346-3262</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT #9 - IDOT</th>
</tr>
</thead>
</table>
## Joint Purchasing Participants

<table>
<thead>
<tr>
<th>Commodity</th>
<th>CIN 2641-670</th>
<th>2641-670-1010</th>
<th>2641-670-1013</th>
</tr>
</thead>
</table>

### Projected Joint Purchasing Quantities 2017

<table>
<thead>
<tr>
<th>Commodity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County Highway Dept.</td>
<td>24,000 lb.</td>
</tr>
<tr>
<td>Algonquin Township Road District,</td>
<td>4,000 lb.</td>
</tr>
<tr>
<td>Crystal Lake</td>
<td></td>
</tr>
<tr>
<td>Batavia, City of</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>Bloomington/Vormal Airport</td>
<td></td>
</tr>
<tr>
<td>Boone County Highway Dept., Blevide</td>
<td>82,000 lb.</td>
</tr>
<tr>
<td>Buffalo Grove, Village of</td>
<td>4,000 lb.</td>
</tr>
<tr>
<td>Bureau County Highway Dept., Princeton</td>
<td>15,000 lb.</td>
</tr>
<tr>
<td>Campton Township, Dist, Maple Park</td>
<td>9,000 lb.</td>
</tr>
<tr>
<td>Carbondale, City of</td>
<td></td>
</tr>
<tr>
<td>Christian County, Taylorville</td>
<td>20,000 lb.</td>
</tr>
<tr>
<td>DeKalb, City of</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>Dixon, City of</td>
<td></td>
</tr>
<tr>
<td>Downers Grove, Village of</td>
<td>48,000 lb.</td>
</tr>
<tr>
<td>Dupage County, Wheaton</td>
<td>20,000 lb.</td>
</tr>
<tr>
<td>Galesburg, City of</td>
<td>6,000 lb.</td>
</tr>
<tr>
<td>Hancock County Highway Dept., Cargill</td>
<td>4,000 lb.</td>
</tr>
<tr>
<td>Henry County Highway, Cambridge</td>
<td>36,000 lb.</td>
</tr>
<tr>
<td>IL Central College, East Peoria</td>
<td>2,500 lb.</td>
</tr>
<tr>
<td>Kankakee County Highway Dept., Kankakee</td>
<td>56,000 lb.</td>
</tr>
<tr>
<td>Lake County Division of Trans., Libertyville</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>LaSalle County Highway Dept., Ottawa</td>
<td>88,000 lb.</td>
</tr>
<tr>
<td>Lee County Highway Dept., Amboy</td>
<td>22,000 lb.</td>
</tr>
<tr>
<td>Livingston County Highway Dept., Pontiac</td>
<td>44,000 lb.</td>
</tr>
<tr>
<td>Loves Park, City of</td>
<td></td>
</tr>
<tr>
<td>Macon County Highway Dept., Decatur</td>
<td>108,000 lb.</td>
</tr>
<tr>
<td>Macoupin County Hwy. Dept., Carlinville</td>
<td>42,000 lb.</td>
</tr>
<tr>
<td>Madison County, Edwardsville</td>
<td>42,000 lb.</td>
</tr>
<tr>
<td>McHenry County Highway Dept., Woodstock</td>
<td>2,000 lb.</td>
</tr>
<tr>
<td>McHenry Township, Johnsburg</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>McLean County Highway Dept., Bloomington</td>
<td>108,000 lb.</td>
</tr>
<tr>
<td>Nunda Township, Crystal Lake</td>
<td></td>
</tr>
<tr>
<td>Ogle County Highway Dept., Oregon</td>
<td>42,000 lb.</td>
</tr>
<tr>
<td>Peoria, City of</td>
<td></td>
</tr>
<tr>
<td>Peoria County Highway Dept., Peoria</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>Pike County Highway Dept., Pittsfield</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>Quincy, City of</td>
<td>6,000 lb.</td>
</tr>
<tr>
<td>Rockford, City of</td>
<td></td>
</tr>
<tr>
<td>Rock Island, City of</td>
<td></td>
</tr>
<tr>
<td>Rock Island County Highway Dept., Milton</td>
<td>32,000 lb.</td>
</tr>
<tr>
<td>Sangamon County Highway Dept., Springfield</td>
<td>44,000 lb.</td>
</tr>
<tr>
<td>Springfield, City of</td>
<td>70,000 lb.</td>
</tr>
<tr>
<td>Springfield Airport, Springfield</td>
<td></td>
</tr>
<tr>
<td>Stephenson County Highway Dept., Freeport</td>
<td>44,000 lb.</td>
</tr>
<tr>
<td>Tazewell County Highway Dept., Tremont</td>
<td>8,000 lb.</td>
</tr>
<tr>
<td>Urbana, City of</td>
<td></td>
</tr>
<tr>
<td>Waukegan Public Works</td>
<td></td>
</tr>
<tr>
<td>Whiteside County Highway Dept., Morrison</td>
<td>32,000 lb.</td>
</tr>
<tr>
<td>Whiteside Sterling Twp &amp; Sterling City</td>
<td>44,000 lb.</td>
</tr>
<tr>
<td>Winnebago County Highway Dept., Rockford</td>
<td>70,000 lb.</td>
</tr>
<tr>
<td>Woodford County Highway Dept., Roanoke</td>
<td>42,000 lb.</td>
</tr>
</tbody>
</table>

### Projected Joint Purchasing Quantities 2017

<table>
<thead>
<tr>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>310,500 lb.</td>
</tr>
<tr>
<td>752,000 lb.</td>
</tr>
<tr>
<td>LINE#</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>00001</td>
</tr>
<tr>
<td>00002</td>
</tr>
<tr>
<td>00003</td>
</tr>
<tr>
<td>00004</td>
</tr>
<tr>
<td>00005</td>
</tr>
<tr>
<td>LINE#</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>00006</td>
</tr>
</tbody>
</table>

CONTRACT NO: 4018359
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Date: 4/3/18</th>
</tr>
</thead>
</table>

**Company Name:** Potters Industries, LLC  
**Company Contact:** Kendra Stamper  
**Contact Phone:** 610-651-4732 or 800-652-3237 ext 4732  
**Contact Email:** kendra.stamper@pottersbeads.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</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:** Kendra Stamper  
**Title:** Bid Administrator  
**Date:** 4/3/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars
2018-97
Requisition under 25k dollars

2018-97

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

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06/01/18-05/31/19</td>
<td>$20,000.00</td>
<td>TRANSPORTATION COMMITTEE</td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 04/02/2018 11:55 AM
- Christopher Snyder: Completed 04/02/2018 4:44 PM
- Kathy Ostrowski: Completed 04/03/2018 3:50 PM
- James McGuire: Completed 04/04/2018 4:19 PM
- Paul Rafac: Completed 04/06/2018 8:09 AM
- Kathy Ostrowski: Completed 04/06/2018 4:26 PM
- Transportation Committee: Completed 04/17/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

**Send Purchase Order To:**
- Vendor: Mac's Body Shop, Inc.  
  - Vendor #: 10197
- Attn: Mac McNicholas  
  - Email: macbs@aol.com
- Address: 452 E. St. Charles Road
- City: Carol Stream  
  - State: IL  
  - Zip: 60188
- Phone: 630-462-1455

**Send Invoices To:**
- Dept: Division of Transportation  
  - Division: Fleet Maintenance
- Attn: Kathy Curcio  
  - Email: kathy.black@dupageco.org
- Address: 180 N. County Farm Road  
  - Room:
- City: Wheaton  
  - State: IL  
  - Zip: 60187
- Phone: 630-407-6992

**Send Payments To:**
- Vendor: Mac's Body Shop, Inc.  
  - Vendor #: 10197
- Attn: Email  
  - Address: 452 E. St. Charles Road
- City: Carol Stream  
  - State: IL  
  - Zip: 60188
- Phone: 630-462-1455

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

**Payment Terms**
- F.O.B.
- PO 20 Delivery Date: June 1, 2018
- Requisitioner: Darcie Garza, CPPB
- Use for: Contract Administrator  
  - Contract Start Date: June 1, 2018
  - Contract End Date: May 31, 2019  
  - Use for PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>AUTO BODY REPAIRS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>53380</td>
<td></td>
<td>20,000.00</td>
<td>20,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $20,000.00

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

THIS CONTRACT PURCHASE ORDER IS FOR AUTO BODY REPAIR SERVICES FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019 PER LOW BID 17-032-JM OPTION TO RENEW

THIS IS THE FIRST OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED. SERVICE ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS WITH SERVICES REQUIRED STATED AT THE TIME OF ORDER PLACEMENT

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

EMAIL COMPLETED APPROVED PO TO MAC

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

FY2018 1500 3520 53380 $15,000
FY2019 1500 3520 53380 $5,000

Transportation - 04/17/18
## 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: 630-407-6930</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To provide Auto Body Repair Service for a contract total of $20,000.00.

### Reason for Procurement

Automotive body repair services are needed to repair damaged County owned vehicles (Sheriff's vehicles are under separate contract) which falls under the responsibility of the Division of Transportation.

### 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 # 17-032-JM
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102.5 (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 22, 2018</td>
<td></td>
<td></td>
<td>4/2/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/4/18</td>
<td>4/4/18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4-6-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Mac's Body Shop Inc., 452 E. St. Charles Road, Carol Stream, IL 60188, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-032-JM which became effective June 1, 2017 and which expires May 31, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective June 1, 2018 and expires May 31, 2019, contingent upon Parent Committee and County Board approval.
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>MAC'S BODY SHOP INC</th>
<th>Company Contact:</th>
<th>MAsc</th>
<th>Contact Phone:</th>
<th>630-462-1455</th>
<th>Contact Email:</th>
<th><a href="mailto:MArS88@AOL.COM">MArS88@AOL.COM</a></th>
</tr>
</thead>
</table>

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

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

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

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

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

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

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

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

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

**Authorized Signature**

**Printed Name:** KP MEJNIOLS

**Title:** PRES

**Date:** 3/16/18

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 42
Requisition under 25k dollars

2018-96
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/01/18-04/30/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Eva Hitchcock: Completed 04/03/2018 7:27 AM
- Christopher Snyder: Completed 04/04/2018 8:10 AM
- Kathy Ostrowski: Completed 04/04/2018 11:05 AM
- James McGuire: Completed 04/04/2018 4:09 PM
- Paul Rafac: Completed 04/06/2018 8:14 AM
- Kathy Ostrowski: Completed 04/06/2018 4:22 PM
- Transportation Committee: Completed 04/17/2018 10:00 AM
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
**Vendor:** S&S Signs and Safety Equipment  
Attn: Nick Dobson  
Email: signsafe@signsafety.com
**Address:** 95 Hibbard Road  
City: Big Flats  
State: NY  
Zip: 14801  
Phone: 607-562-8463

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

### Send Payments To:
**Vendor:** S&S Signs and Safety Equipment  
Attn:  
Email:  
Address: 95 Hibbard Road  
City: Big Flats  
State: NY  
Zip: 14801  
Phone: 607-562-8463

### Ship To:
**Dept:** Division of Transportation  
**Attn:** Ed Morgan  
Email: Ed.Morgan@dupageco.org
**Address:** 140 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6927

### Per 50 ILCS 505/1
**Payment Terms:**  
**F.O.B.:**  
**Destination:**  
**Use for PO525 only:**
- Contract Administrator  
- Contract Start Date: May 1, 2018  
- Contract End Date: Apr 30, 2019  
- Requisitioner: Darce Garza, CPPB

<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>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>ROLL UP SIGNS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52200</td>
<td>20,000.00</td>
</tr>
</tbody>
</table>

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ROLL UP SIGNS FOR THE PERIOD MAY 1, 2018 THROUGH APRIL 30, 2019 PER LOW BID 18-024-BF

THIS CONTRACT IS SUBJECT TO THREE ADDITIONAL ONE YEAR RENEWALS

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
SEND COMPLETED APPROVED PO TO NICK DOBSON

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
- FY2018  1500  3510  52200  $15,000.00
- FY2019  1500  3510  52200  $5,000.00

Transportation - 04/17/18
Remote Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: S & S Signs and Safety Equipment
Vendor #: 26842

Contract Term: 5/1/2018 - 4/30/2019
Contract Total: $20,000.00

Dept: Division of Transportation
Contact: Ed Morgan
Phone: 630-407-692

Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background
To furnish and deliver roll up signs for a contract total not to exceed $20,000.00.

Reason for Procurement
This contract will allow the County to purchase portable roll up signs to provide signage for moving crews.

FUNDING SOURCE
★ Procurement budgeted for (FY and budget code(s)): 1500:3510:52200

DECISION MEMO NOT REQUIRED
★ LOWEST RESPONSIBLE QUOTE # or BID # 18-024-BF

- RENEWAL Enter Bid # 
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 

- 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 4/4/18
Procurement Officer
Date 4-4-18

Chief Financial Officer (Decision Memos Over $25,000)
Date 4-6-18
Chairman's Office (Decision Memos Over $25,000)
Date

Packet Pg. 46
COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
TABULATION ADVISE

Quote #18-024-BF REVISED  
Rollup Signs  
Quote opening date: 2/14/2018  
1:30 P.M.

<table>
<thead>
<tr>
<th>Responsible Quotes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signs and Safety Equipment</td>
<td>$13,152.70</td>
</tr>
<tr>
<td>RoadSafe Traffic System</td>
<td>$15,985.10</td>
</tr>
<tr>
<td>TAPCO (Traffic and Parking Control, Inc.)</td>
<td>$16,700.00</td>
</tr>
<tr>
<td>Osburn Associates</td>
<td>$26,227.40</td>
</tr>
</tbody>
</table>

Larry Gamber, DuPage County Buyer

Invitations: 7  
Potential Bidders Requesting Bid Documents: 8  
Total Bid Responses Received: 4

2/22/2016
The DuPage County Procurement Ordinance requires the following written disclosure prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change or order totaling $1,000 or more in individual contracts with the county resulting in an aggregate amount in excess of $25,000, shall provide to Procurement Services Division the written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar years to any incumbent county board member, county board chairman, or countywide elected official whose office the contractor or union or vendor is or has been seeking or has previously obtained. The contractor, union, or vendors shall update such disclosure annually during the term of a multi-year contract and prior to any change in 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 core personnel under the control of the contracting person or company.

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 on an individual basis who are actively seeking or have been seeking contact with county officials or employees in relation to the contractor or vendor and shall update such disclosure with any changes that may occur.

Continuing disclosure is required, and agreement to update this disclosure form 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 requests for change or exception to those issued by the county for administrative adjustments

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

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

Signature on File

[Signature]

Printed Name: Nicholas Dobbson
Title: Office Manager
Date: 1/20/18

Attachment: S&S Signs and Safety Equipment - Ethics (2018-06 - S&S Signs and Safety Equipment)
Requisition under 25k dollars

2018-106
Requisition under 25k dollars

2018-106

PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,949.83</td>
<td>06/01/18-05/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>04/05/2018 11:31 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>04/05/2018 1:28 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>04/06/2018 9:44 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>04/09/2018 8:44 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>04/10/2018 5:09 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>04/12/2018 3:23 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>04/17/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Packet Pg. 50
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Roadsafe Traffic Systems, Inc.
- **Attn:** Bill Watkins
- **Email:** wwatkins@roadsafertraffic.com
- **Address:** 12225 Disk Drive
- **City:** Romeoville
- **State:** IL
- **Zip:** 60466
- **Phone:** 815-372-2300

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

### Send Payments To:
- **Vendor:** Roadsafe Traffic Systems, Inc.
- **Attn:**
- **Address:** 12225 Disk Drive
- **City:** Romeoville
- **State:** IL
- **Zip:** 60466
- **Phone:**
- **Payment Terms:**
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Destination:**
- **Requisitioner:** Dercle Garza, CPPB
- **Use for:** PO25 only
- **Contract Administrator:**
- **Contract Start Date:** May 1, 2018
- **Contract End Date:** Apr 30, 2019

### LN   Qty   UOM   Item Detail (Product #)   Description   FY    Dept #    Acctg Unit   Act #    Sub-Accts and/or Activity #   Unit Price   Extension
1   1   EA   PREFORMED PAVEMENT MARKING TAPE   1500   3510   52200   10,949.83   10,949.83

### Requisition Total
- **$ 10,949.83**

---

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
- This contract purchase order is to furnish and deliver Preformed Pavement Marking Tape for the period May 1, 2018 through April 30, 2019 per low bid 18-046-GV
- 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):
- Email completed approved PO to William Watkins

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
- FY18 1500-3510-52200 10,000.00
- FY19 1500-3510-52200 949.83
- Transportation - 04/17/18
**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: Roadsafe Traffic Systems, Inc.</th>
<th>Vendor #: 14269</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
</tr>
<tr>
<td></td>
<td>Phone: 630-407-6906</td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>To furnish and deliver preformed pavement marking tape for a contract total not to exceed $10,949.83.</td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>Preformed pavement marking tape is applied (glued by hand) on areas where the striping cannot paint permanent lines (i.e. stop bars, cross walks, &quot;only&quot;).</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
- Budget Transfer (Date) ______ Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-046-GV (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ______ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Apr 3, 2018</td>
<td></td>
<td></td>
<td>4/5/18</td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/6/18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/10/18</td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

BID #18-046-GV
GROUP XIII FURNISH & DELIVER PREFORMED PAVEMENT MARKING TAPE
BID OPENING DATE: APRIL 3, 2018
1:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSBURN ASSOCIATES, INC</td>
<td>$2,408.00**</td>
</tr>
<tr>
<td>ROADSAFE TRAFFIC SYSTEMS, INC</td>
<td>$10,949.83*</td>
</tr>
</tbody>
</table>

**DID NOT BID ALL ITEMS
*CORRECTED TOTALS

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer
Catlyn Hicks, Division Assistant
Mike Figuray, DOT
Darcie Garza, DOT

THIS BID HAS A TENTATIVE AWARD DATE OF: APRIL 24, 2018

<table>
<thead>
<tr>
<th>INVITATIONS SENT:</th>
<th>38</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:</td>
<td>11</td>
</tr>
<tr>
<td>TOTAL BID RESPONSES RECEIVED:</td>
<td>2</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS

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

Date: 3/27/18
Bid/Contract #: 18-046-GV

Company Name: Roadsafe Traffic Systems, Inc.
Company Contact: Bill Germain
Contact Phone: 216-221-7681
Contact Email: info@roadsafe-safe.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 with 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

Signature on File

Authorized Signature

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page 54 of 54 (total number of pages)
AWARDING RESOLUTION
ISSUED TO CHICAGO PARTS AND SOUND, LLC
TO FURNISH AND DELIVER
FORD AND MOTORCRAFT AUTO AND LIGHT TRUCK PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $40,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Chicago Parts and Sound, LLC, to furnish and deliver Ford and Motorcraft auto and light truck parts, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Ford and Motorcraft auto and light truck parts, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, is hereby approved for issuance to Chicago Parts and Sound, LLC, 1150 Lively Boulevard, Elk Grove Village, Illinois 60007, for a contract total not to exceed $40,000.00, per renewal option under bid award 16-117-JM, second of three options to renew.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06/01/18-05/31/19</td>
<td>$40,000.00</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

Eva Hitchcock                          Completed  04/03/2018 9:20 AM
Christopher Snyder                    Completed  04/03/2018 4:38 PM
Kathy Ostrowski                       Completed  04/04/2018 10:53 AM
James McGuire                         Completed  04/04/2018 4:17 PM
Paul Rafac                            Completed  04/06/2018 8:25 AM
Kathy Ostrowski                       Completed  04/09/2018 11:51 AM
Transportation Committee              Completed  04/17/2018 10:00 AM
Finance Committee                     Pending    04/24/2018 8:00 AM
County Board                          Pending    04/24/2018 10:00 AM
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Chicago Parts and Sound, LLC  
  **Vendor #:** 12308  
  **Attn:** Jon Formella  
  **Email:** jformella@buycps.com  
  **Address:** 1150 Lively Blvd.  
  **City:** Elk Grove  
  **State:** IL  
  **Zip:** 60007  
  **Phone:** 847-644-9505  
  **Fax:** 630-350-0178

### 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:
- **Vendor:** Chicago Parts and Sound, LLC  
  **Vendor #:** 12308  
  **Attn:** Dawn Winer  
  **Email:** dawn@buycps.com  
  **Address:** 1150 Lively Blvd.  
  **City:** Elk Grove  
  **State:** IL  
  **Zip:** 60007  
  **Phone:** 847-644-9505  
  **Fax:** 630-350-0178

### 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:** 630-407-6962

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

### Use for:
- **Contract Administrator:**  
  **Contract Start Date:** June 1, 2018  
  **Contract End Date:** May 31, 2018  
  **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>FORD/MOTORCRAFT PARTS</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $40,000.00

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

This contract purchase order is to furnish and deliver Ford and Motorcraft Auto and Light Truck Parts for the period June 1, 2018 through May 31, 2019 per low bid 16-117 Option to Renew.

This is the second of three optional renewals.

Genuine Ford Parts - 40%
Motorcraft Parts - 40%
Motorcraft Remanufactured - 40%

Dollar value is estimated. Orders will be placed on an "as needed" basis with quantities and items specified at the time orders are placed.

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

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

- **FY2018**  
  - 1500 3510 52250 $30,000.00
- **FY2019**  
  - 1500 3510 52250 $10,000.00

- DT-P-0111-18
  - Transportation - 04/17/18
  - County Board - 04/24/18
Procurement Review Checklist
Procurement Services Division

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

**Vendor:** Chicago Parts and Sound, LLC  
**Vendor #:** 12308

**Contract Term:** 6/1/2018 - 5/31/2019  
**Contract Total:** $40,000.00

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

**Assigned Committee:** Transportation

**Description of Procurement/Scope of Work/Background:**
To furnish and deliver Ford and Motorcraft Auto and Light Truck Parts, for a contract total not to exceed $40,000.00.

**Reason for Procurement:**
Ford and Motorcraft auto and light truck parts are used to repair and maintain the County's fleet of Ford 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 # 16-117-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>Prep By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Mar 30, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Prep By</th>
<th>Date</th>
<th>Approval Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td></td>
<td>Procurement Officer</td>
<td>4-4-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>4-6-18</td>
<td>Chairman's Office</td>
<td>4-4-18</td>
</tr>
</tbody>
</table>

Funding Source:
- 1500 3520 52250
- Budget Transfer

DECISION MEMO:
- LOWEST RESPONSIBLE QUOTE # or BID #
- RENEWAL, Enter Bid # 16-117-JM
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102.5
- 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

Prepared By: DG CPPB  
Date: Mar 30, 2018

Reviewed By: Buyer  
Date: 4-1-18

Attachment: Chicago Parts and Sound, LLC - Checklist (DT-P-0111-18 : Chicago Parts and Sound, LLC)
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 Chicago Parts & Sound, LLC, 1150 Lively Blvd., Elk Grove Village, IL 60007, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #16-117-JM which became effective June 14, 2016 and which expires May 31, 2018. The contract is subject to an SECOND option to renew for a twelve (12) month period.

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

The contract renewal becomes effective June 1, 2018 and expires May 31, 2019, contingent upon Parent Committee and County Board approval.

CHICAGO PARTS & SOUND

Signature on File

3-29-18

Joan Formella
Fleet Sales Manager

COUNTY OF DU PAGE, ILLINOIS

Signature on File

3/09/18

Joan McAvoy
DuPage County Buyer II

Packet Pg. 59
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: Chicago Parts & Sound
Company Contact: Joe Formella
Contact Phone: 630-350-1500
Contact Email: jformella@bvscep.com

Date: 3-29-18
Bid/Contract/PO #: 16-117-M

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature on File

Printed Name: Peter M. Kurz
Title: VP Automotive Parts Division
Date: 3-29-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO OSBURN ASSOCIATES, INC.
TO FURNISH AND DELIVER SIGN MATERIALS/SIGN FACES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(Contract total not to exceed $65,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Osburn Associates, Inc., to furnish and deliver sign materials/sign faces, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/sign faces, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, is hereby approved for issuance to Osburn Associates, Inc., 9383 Vanatta Road, Logan, Ohio 43138, for a contract total not to exceed $65,000.00, per renewal option under bid award 17-065-GV, first of three options to renew.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
DT-P-0101-18

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

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$65,000.00</td>
<td>06/01/18-05/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/02/2018 11:48 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/02/2018 4:45 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/03/2018 4:22 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/04/2018 3:59 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/06/2018 8:13 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/09/2018 10:58 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>04/24/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>04/24/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Osburn Associates, Inc.  Vendor #: 
Attn: Melinda Thompson  Email: Melinda@osburns.com
Address: PO Box 912
City: Logan  State: OH  Zip: 43138
Phone: 800-523-8917  Fax: 740-385-8016

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:
Vendor: Osburn Associates, Inc.  Vendor #: 
Attn: Melinda Thompson  Email: Melinda@osburns.com
Address: PO Box 912
City: Logan  State: OH  Zip: 43138
Phone: 800-523-8917  Fax: 740-385-8016

Payment Terms 
PER 50 ILCS 505/1 

Use for PO25 only 

Contract Administrator 

Contract Start Date 
June 1, 2018

Contract End Date 
May 31, 2019

Use for 
PO25 only

Unit Price 
65,000.00

Extension 
65,000.00

Requisition Total 
65,000.00

<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>SIGN MATERIALS - SIGN FACES</td>
<td>1500 3510 52200</td>
<td>65,000.00</td>
<td>65,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER SIGN MATERIALS - SIGN FACES, FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019 PER LOW BID 17-065-GV OPTION TO RENEW

THIS IS THE FIRST OF THREE OPTIONAL RENEWALS

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

SEND COMPLETED APPROVED PO TO MELINDA THOMPSON

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

FY2017 1500 3510 52200 $35,000.00
FY2018 1500 3510 52200 $30,000.00
DT-P-0101-18
Transportation - 04/17/18
County Board - 04/24/18
## 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: Osburn Associates, Inc.</th>
<th>Vendor #: 26600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Dacie Garza, CPPB</td>
</tr>
<tr>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver Sign Materials - Sign Faces, for a contract total, not to exceed $65,000.00.

### Reason for Procurement

One of the basic functions of the DOT sign shop is to ensure that signs are fabricated, erected and maintained along County highways. This contract allows DOT to purchase pre-made faces which are necessary to provide for proper signage along County highways.

### FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
☐ Budget Transfer (Date) ___________
☐ Add'l Information

### DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # 17-065-GV
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>DG_CPPB</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mar 26, 2018</td>
<td>4/2/18</td>
<td>4/12/18</td>
<td>4-4-18</td>
<td>4-4-18</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/4/18</td>
<td>8M</td>
<td>4-4-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4-6-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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 hereinafter called the “County” and Osburn Associates, Inc of PO Box 912, Logan, OH 43138, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-055-GV which became effective June 1, 2017, and which will expire May 31, 2018. The contract is subject to first option to renew for a twelve (12) month period.

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

The contract renewal becomes effective June 1, 2018 and expires May 31, 2019 contingent upon any applicable Parent Committee and County Board approval.

Osburn Associates, Inc
Signature on File

COUNTY OF DU PAGE, ILLINOIS
Signature on File

SIGNATURE ______________________ DATE 3/26/18

MELINDA THOMPSON
PRINTED NAME

Glenda Vasak
Buyer II

Packet Pg. 65
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: __3-26-18__
Bid/Contract/PO #: __17-065-211__

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Osburn Associates Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Melinda Thompson</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>860-523-8917</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:melinda@osburns.com">melinda@osburns.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services 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 officials or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

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

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

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

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

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

Authorized Signature

[Signature on File]

Printed Name: __Melinda Thompson__
Title: __Bidding Agent__
Date: __3-26-18__

Attach additional sheets if necessary. Sign each sheet and number each page. Page __[ ]__ of __[ ]__ (total number of pages)
AWARDING RESOLUTION
ISSUED TO MANDEL METALS, INC. D/B/A US STANDARD SIGN
to furnish and deliver sign materials/sign blanks
as needed for the division of transportation
(contract total not to exceed $36,613.01)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Mandel Metals, Inc., d/b/a US Standard Sign, to furnish and deliver sign materials/sign blanks, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/sign blanks, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, is hereby approved for issuance to Mandel Metals, Inc., d/b/a US Standard Sign, 11400 West Addison Avenue, Franklin Park, Illinois 60131, for a contract total not to exceed $36,613.01, per lowest responsible bid 18-059-LG.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

DT-P-0109-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERMINATION</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$36,613.01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NEW PURCHASE ORDER REQUEST**

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/03/2018 9:28 AM</td>
<td></td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/03/2018 4:40 PM</td>
<td></td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/04/2018 10:28 AM</td>
<td></td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/04/2018 4:13 PM</td>
<td></td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/06/2018 8:23 AM</td>
<td></td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/09/2018 11:50 AM</td>
<td></td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
<td></td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>04/24/2018 8:00 AM</td>
<td></td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>04/24/2018 10:00 AM</td>
<td></td>
</tr>
</tbody>
</table>
### Purchase Requisition
#### Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Mandel Metals, Inc. d/b/a US Standard Sign
  - Vendor #: 12124
- **Attn:** Sean Fallon
  - Email: sean@usstandardsign.com
- **Address:** 11400 W. Addison Ave.
- **City:** Franklin Park
  - **State:** IL
  - **Zip:** 60131
- **Phone:** 847-447-2234
  - **Fax:** 847-455-3330

**Send Invoices To:**
- **Dept:** Division of Transportation
  - **Division:** Highway Maintenance
- **Attn:** Kathy Curcio
  - Email: kathy.black@dupoageco.org
- **Address:** 180 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6892
  - **Fax:**

**Send Payments To:**
- **Vendor:** Mandel Metals, Inc. d/b/a US Standard Sign
  - Vendor #: 12124
- **Attn:**
- **Address:** #774360 4300 Solutions Center
- **City:** Chicago
  - **State:** IL
  - **Zip:** 60677
- **Phone:** 847-447-2234
  - **Fax:** 847-455-3330

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

**Payment Terms:**
- **F.O.B.:**
- **PER 50 ILCS 505/1:**
- **Destination:**

**Use for PO25 only:**
- **Contract Administrator:**
- **Contract Start Date:** May 1, 2018
- **Contract End Date:** Apr 30, 2019
- **Use for PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sign Blanks</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52200</td>
<td>36,613.01</td>
<td>36,613.01</td>
</tr>
</tbody>
</table>

**Requisition Total:** $36,613.01

---

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

This contract purchase order is to furnish and deliver aluminum sign blanks, as needed, for the period May 1, 2018 through April 30, 2019 per low bid 18-059-LG.

This contract is subject to three (3) additional one (1) year 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):**

Email completed approved PO to Sean Fallon.

---

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

- **FY2018:** 1500 3510 52200 $20,000.00
- **FY2019:** 1500 3510 52200 $16,613.01

- **DT-P-0109-18**
- **Transportation:** 04/17/18
- **County Board:** 04/24/18
# Procurement Review Checklist

## Procurement Services Division

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

### Vendor Information
- **Vendor:** Mandel Metals, Inc. d/b/a U.S. Standard Sign
- **Vendor #:** 12124
- **Contract Term:** 5/1/2018 - 4/30/2019
- **Contract Total:** $36,613.01

### Description of Procurement/Scope of Work/Background
To furnish and deliver Sign Materials - Sign Blanks for a contract total, not to exceed $36,613.01.

### Reason for Procurement
Lightweight and rust free aluminum sign blanks are used with both pre-made or rolled goods sign materials to fabricate various street/traffic signs in DuPage County. (i.e. street names, speed limits, construction signs, school signs, etc.)

## FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
- Budget Transfer (Date) __________________________ Add'l Information __________________________

## DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-059-LG (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # __________________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-1021(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) 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.</th>
<th>CPPB</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: Mar 28, 2018

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4-4-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: Mar 28, 2018

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>4-6-18</td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

Packet Pg. 70

COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION  

Bid #18-059-LG  
Aluminum Sign Blanks  
Bid Opening: 3/27/2018  
1:30 P.M.  

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Standard Sign</td>
<td>$36,613.01</td>
</tr>
<tr>
<td>Osburn Associates</td>
<td>$39,463.31</td>
</tr>
<tr>
<td>Traffic and Parking Control Co, Inc.</td>
<td>$50,073.01</td>
</tr>
<tr>
<td>Road Safe Traffic Systems</td>
<td>$115,144.28</td>
</tr>
</tbody>
</table>

Bid opening attended by:  
Catlyn Hicks, DuPage Finance  
Larry Gammel, DuPage County Buyer  

Invitations: 29  
Potential Bidders Requesting Bid Documents: 8  
Total Bid Responses Received: 4
**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:** 3-22-18  
**Bid/Contract/PO #:** 18-059-LG

| Company Name | US Standard Sign | Company Contact | Sean Fallon  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>847-447-3224</td>
<td>Contact Email</td>
<td><a href="mailto:Sean@usstandardsign.com">Sean@usstandardsign.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

**Signature on File**

Authorized Signature

| Printed Name | Sean Fallon  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Sales</td>
</tr>
<tr>
<td>Date</td>
<td>3-22-18</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. **Page** of **(total number of pages)**
AWARDING RESOLUTION
ISSUED TO DECKER SUPPLY CO., INC.
TO FURNISH AND DELIVER SIGN POSTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $44,945.11)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Decker Supply Co., Inc., to furnish and deliver sign posts, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign posts, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, is hereby approved for issuance to Decker Supply Co., Inc., 1115 O’Neill Avenue, Madison, Wisconsin 53704, for a contract total not to exceed $44,945.11, per lowest responsible bid 18-037-JM.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
DT-P-0110-18

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

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/01/18-04/30/19</td>
<td>$44,945.11</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/03/2018 9:30 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/03/2018 4:34 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/04/2018 10:58 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/04/2018 4:18 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/06/2018 8:24 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/09/2018 11:46 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>04/24/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>04/24/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Decker Supply Co., Inc.  
  - Vendor #: 10546
- **Attn:** Mike Kelley  
  - Email: sales@deckersupply.com
- **Address:** 1115 O’Neill Ave.
- **City:** Madison  
  - State: WI  
  - Zip: 53704
- **Phone:** 800-274-5495  
  - Fax: 608-242-5777

**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:**
- **Vendor:** Decker Supply Co., Inc.  
  - Vendor #: 10546
- **Attn:** Mike Kelley  
  - Email: sales@deckersupply.com
- **Address:** 1115 O’Neill Ave.
- **City:** Madison  
  - State: WI  
  - Zip: 53704
- **Phone:** 800-274-5495  
  - Fax: 608-242-5777

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

**Use for:** Contract Administrator  
- **Contract Start Date:** May 1, 2018
- **Contract End Date:** Apr 30, 2019  
  - **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>SIGN POSTS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52200</td>
<td></td>
<td>44,945.11</td>
<td>44,945.11</td>
</tr>
</tbody>
</table>

**Requisition Total:** $44,945.11

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

This contract purchase order is to furnish and deliver sign posts for the period May 1, 2018 through April 30, 2019 per low bid 18-037-JM

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

Email approved completed po to Mike Kelley

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

- FY18 1500 3510 52200 $30,000.00
- FY19 1500 3510 52200 $14,945.11

DT-P-0110-18
Transportation - 04/17/18
County Board - 04/24/18
Procurement Review Checklist

Procurement Services Division

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

Dept: Division of Transporation  Contact: Ed Morgan  Phone: 630-407-6920
Contract Total: $44,945.11  Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background:
To furnish and deliver sign posts for a contract total not to exceed $44,945.11

Reason for Procurement:
To mount signs along DuPage County Roadways.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
☐ Budget Transfer (Date)  Additional Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-037-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid #  ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS$25)
☐ 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:  DG, CPPB  Date: Mar 29, 2018
Recommended for Approval:  Date: 4/3/18
IT Approval, if required:  Date

REVIEWED BY (Initials Only)

Buyer:  Date: 4/4/18
Procurement Officer:  Date: 4-4-18
Chief Financial Officer (Decision Memos Over $25,000):  Date: 4-6-18
Chairman's Office (Decision Memos Over $25,000):  Date

Packet Pg. 76
## RESPONSIBLE BIDS:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECKER SUPPLY CO, INC.</td>
<td>$44,945.11</td>
</tr>
<tr>
<td>ROAD SAFE TRAFFIC SYSTEMS</td>
<td>** $57,278.18</td>
</tr>
<tr>
<td>OSBURN ASSOCIATES, INC.</td>
<td>*** $58,980.12</td>
</tr>
<tr>
<td>TAPCO – Traffic and Parking Control Co., Inc.</td>
<td>$60,296.99</td>
</tr>
</tbody>
</table>

** Corrected Total  
*** Did not bid all items  

### BID OPENING ATTENDED BY:

Joan McAvoy, DuPage County Buyer  
Catlyn Hicks, DuPage County Division Assistant
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>Add</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Add</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>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature: Mike Kelley

Printed Name: Mike Kelley

Title: Sales Rep

Date: 3/27/2018

Packet Pg. 78
Requisition 25k and over

DT-P-0102-18

AWARDING RESOLUTION
ISSUED TO SHOREWOOD HOME AND AUTO, INC.
TO FURNISH AND DELIVER
ONE (1) JOHN DEERE 1575 TERRAINCUT WITH FRONT MOWER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $31,322.61)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Shorewood Home and Auto, Inc., to furnish and deliver (1) John Deere 1575 TerrainCut with front mower for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver (1) John Deere 1575 TerrainCut with front mower for the Division of Transportation, is hereby approved for issuance to Shorewood Home and Auto, Inc., 1002 West Jefferson Street, Shorewood, Illinois 60404, for a contract total not to exceed $31,322.61, per lowest responsible bid 18-056-LG.

Enacted and approved this 24th day of April, 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.

<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><strong>$31,322.61</strong></td>
<td><strong>TRANSPORTATION COMMITTEE</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  04/02/2018 11:44 AM
- Christopher Snyder  Completed  04/02/2018 4:44 PM
- Kathy Ostrowski  Completed  04/04/2018 8:19 AM
- James McGuire  Completed  04/04/2018 4:15 PM
- Paul Rafac  Completed  04/06/2018 8:15 AM
- Kathy Ostrowski  Completed  04/09/2018 10:56 AM
- Transportation Committee  Completed  04/17/2018 10:00 AM
- Finance Committee  Pending  04/24/2018 8:00 AM
- County Board  Pending  04/24/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**
- Vendor: Shorewood Home and Auto, Inc.  Vendor #: 10692
  - Attn: Kale Martin  Email: kale@shorewoodhomeandauto.com
  - Address: 1002 West Jefferson St.
  - City: Shorewood  State: IL  Zip: 60404
  - Phone: 815-741-2941  Fax: 815-741-2875

**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: Grounds
  - Attn: Joe Bechtold  Keith Fuchs  Email: joseph.bechtold@dupageco.org
  - Address: 180 N. County Farm Road  Room: 
  - City: Wheaton  State: IL  Zip: 60187
  - Phone: 630-407-6931  Fax: 630-407-6962

**Ship To:**
- Dept: Division of Transportation  Division: Grounds
  - Attn: Joe Bechtold  Keith Fuchs  Email: joseph.bechtold@dupageco.org
  - Address: 180 N. County Farm Road  Room: 
  - City: Wheaton  State: IL  Zip: 60187
  - Phone: 630-407-6931  Fax: 630-407-6962

**Payment Terms**
- F.O.B.  Destination  Jul 24, 2018  Darcie Garza, CPPB  Requisition 

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

<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>John Deere 1575 TerrainCut with Comfort Cab Commercial Front Mower (Less Mower Deck) with Plow, Snowblower, Spreader and Broom, Installed</td>
<td>1500</td>
<td>1101</td>
<td>54130</td>
<td></td>
<td></td>
<td>37,322.61</td>
<td>37,322.61</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Trade In GE-4 2006 John Deere 1565 Mower (less mower deck) with plow VIN#TC1565D050482</td>
<td>1500</td>
<td>1101</td>
<td>54130</td>
<td></td>
<td></td>
<td>-6,000.00</td>
<td>-6,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $ 31,322.61

**Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):**
- This contract purchase order is to furnish and deliver one (1) John Deere 1575 TerrainCut with Comfort Cab Commercial Front Mower (Less Mower Deck) with Plow, Snowblower, Spreader and Broom, Installed

**Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):**
- Please email completed approved PO to Kale Martin

**User Department Internal Notes (these comments will NOT appear on the Purchase Order):**
- DT-P-0102-18
- Transportation - 04/17/18
- County Board - 04/24/18
Packet Pg. 82

Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Shorewood Home and Auto  Vendor #: 10692  Contract Term: One Time Delivery  Contract Total: $31,322.61
Dept: Division of Transportation  Contact: Keith Fuchs  Phone: 630-407-6920  Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background
To furnish and deliver one (1) John Deere 1575 TerrainCut with Comfort Cab Commercial Front Mower (Less Mower Deck) with Plow, Snowblower, Spreader and Broom, Installed, for a contract total, not to exceed $31,322.61.

Reason for Procurement
To replace GE-4, which has met the County criteria for replacement. This will be utilized by the grounds department to maintain the campus.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1500 1101 54130
☐ Budget Transfer (Date) ____________________  Add'l Information ____________________

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-056-LG (QUOTE < $25,000, BID > $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________  Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPCA4-107) 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)

DG, CPPB  Mar 27, 2018  Recommended for Approval  4/21/18  IT Approval, if required  Date
Prepared By  Date

REVIEWED BY (Initials Only)

Buyer  4/4/18  Procurement Officer  4-4-18
Date  Date

Chief Financial Officer  (Decision Memos Over $25,000)  4/6/18  Chairman's Office  (Decision Memos Over $25,000)  Date  Date

Attachment: Shorewood Home and Auto, Inc. - Checklist (DT-P-0102-18 : Shorewood Home and Auto, Inc.)
**COUNTY OF DU PAGE, ILLINOIS**  
**PROCUREMENT SERVICES DIVISION**  
**BID TABULATION**

Bid #18-056-LG  
John Deere TerrainCut  
Bid Opening: 3/22/2018  
1:30 P.M.

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Grand Total with Trade-in</th>
<th>Grand Total without Trade-in</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorewood Home and Auto</td>
<td>$31,322.61</td>
<td>$37,322.61</td>
</tr>
<tr>
<td>AHW LLC</td>
<td>$34,642.76</td>
<td>$38,142.76</td>
</tr>
<tr>
<td>Buck Bros. Inc.</td>
<td>$36,562.34</td>
<td>$38,392.34</td>
</tr>
</tbody>
</table>

NJPA pricing: without trade-in $42,285.34  

Bid opening attended by:  

![Signature]

Catlyn Hicks, DuPage Finance  
Larry Gammel, DuPage County Buyer

Invitations: 19  
Potential Bidders Requesting Bid Documents: 6  
Total Bid Responses Received: 3

2/22/2016
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Shorewood Home and Auto</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>615-741-2941</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>Kane Martin</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:kane@shorewoodhomeandauto.com">kane@shorewoodhomeandauto.com</a></td>
</tr>
<tr>
<td>Bid/Contract/PO #:</td>
<td>18-069</td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Add</th>
<th>Recipient</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: Kane Martin
Title: Manager
Date: 3/10/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 23 of (total number of pages)
Requisition 25k and over

DT-P-0106-18

AWARDING RESOLUTION
ISSUED TO OSBURN ASSOCIATES, INC.
TO FURNISH AND DELIVER
SIGN POST REFLECTORS AND LINEAR DELINEATION PANELS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $28,795.30)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Osburn Associates, Inc., to furnish and deliver sign post reflectors and linear delineation panels, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign post reflectors and linear delineation panels, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, is hereby approved for issuance to Osburn Associates, Inc., 9383 Vanatta Road, Logan, Ohio 43138, for a contract total not to exceed $28,795.30, per lowest responsible bid 18-038-JM.

Enacted and approved this 24th day of April, 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28,795.30</td>
<td>05/01/18-04/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/03/2018 9:23 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/03/2018 4:39 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/04/2018 9:26 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/04/2018 4:18 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/06/2018 8:16 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/09/2018 11:20 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>04/24/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>04/24/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

### Procurement Services Division

### Send Purchase Order To:
Vendor: Osburn Associates, Inc.  
Vendor #: 26600
Attn: Melinda Thompson  
Email: Melindat@osburns.com
Address: P.O. Box 912
City: Logan  
State: OH  
Zip: 43138
Phone: 800-523-8917
Fax: 740-385-8016

### Send Invoices To:
Vendor: Osburn Associates, Inc.  
Vendor #: 26600
Attn: Kathy Curcio  
Email: kathy.black@dupageco.org
Address: 421 N. County Farm Road
City: Wheaton  
State: IL  
Zip: 60187
Phone: 630-407-6892
Fax: 

### Send Payments To:
Vendor: Osburn Associates, Inc.  
Vendor #: 26600
Attn: Jackie Willman  
Email: JackieW@osburns.com
Address: P.O. Box 912
City: Logan  
State: OH  
Zip: 43138
Phone: 800-523-8917
Fax: 740-385-8016

### Ship To:
Vendor: Osburn Associates, Inc.  
Vendor #: 26600
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

### Payment Terms:
PER 50 ILCS 505/1

### F.O.B.:
Destination

### PO# Delivery Date:
Requisitioner

<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>SIGN POST REFLECTORS/LDP</td>
<td></td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>52200</td>
<td></td>
<td>28,795.30</td>
<td>28,795.30</td>
</tr>
</tbody>
</table>

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

This contract purchase order is to furnish and deliver sign post reflectors and linear delineation panels for the period May 1, 2018 through April 30, 2019 per low bid 18-038-JM

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

Email approved completed PO to Melinda Thompson

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

FY18  
1500  
3510  
52200  
$12,000.00

FY19  
1500  
3510  
52200  
$16,795.20

DT-P-0106-18
Transportation - 04/17/18
County Board - 04/24/18
## 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: Ed Morgan</td>
<td>Phone: 630-407-6920</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background
To furnish and deliver sign post reflectors and linear delineation panels for a contract total not to exceed $28,795.30.

### Reason for Procurement
Sign post reflectors increase the visibility of the County maintained signage, day or night, and promote safety. Linear delineation panels enhance the visibility of guardrails and improve safety.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
- Budget Transfer (Date) ______________ Add'l Information ______________

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-038-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ______________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- 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 Mar 30, 2018
- Recommended for Approval Date 4/3/18 IT Approval, if required Date

### REVIEWED BY (Initials Only)
- Buyer Date 4/4/18 Procurement Officer Date 4/4/18
- Chief Financial Officer (Decision Memos Over $25,000) Date 4-6-18 Chairman's Office (Decision Memos Over $25,000) Date

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 88
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION REPORT

BID #18-038-JM
FURNISH & DELIVER SIGN POST REFLECTORS & LINEAR DELINEATION PANELS
BID OPENING DATE: 03/28/18 - 3:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LORDON INC.</td>
<td>** *** $26,150.25</td>
</tr>
<tr>
<td>OSBURN ASSOCIATES</td>
<td>$28,795.30</td>
</tr>
<tr>
<td>TAPCO – Traffic and Parking Control Co., Inc.</td>
<td>$33,192.75</td>
</tr>
</tbody>
</table>

** Corrected Total
*** Did not bid all items

NON-RESPONSIBLE BIDS:
ROADSAFE TRAFFIC SYSTEMS – do not meet specifications

BID OPENING ATTENDED BY:
Joan McAvoy, DuPage County Buyer
Catlyn Hicks, DuPage County Division Assistant

INVITATIONS SENT: 81
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 10
TOTAL BID RESPONSES RECEIVED: 4

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: 3.24.18
Bid/Contract/P0 #: G.J.

Company Name: Osburn Associates, Inc.
Company Contact: Melinda Thompson
Contact Phone: 900-523-9917
Contact Email: melinda@osburn.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 contractor 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>Add</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Add</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>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Signature on File

Printed Name: Melinda Thompson
Title: Bidder Agent
Date: 3.24.18

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Rev. 1.1
4/1/16
REQUISITION 25K AND OVER

DT-P-0107-18

AWARDING RESOLUTION
ISSUED TO RILCO INC.
F/K/A ROCK ISLAND LUBRICANTS AND OIL COMPANY
TO FURNISH AND DELIVER AUTOMOTIVE LUBRICANTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $30,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to Rilco Inc., F/K/A Rock Island Lubricants and Oil Company, to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, be, and is hereby approved for issuance of a contract purchase order to Rilco Inc., F/K/A Rock Island Lubricants and Oil Company, 1320 1st Street, Rock Island, Illinois 61201, for a contract total not to exceed $30,000.00, per lowest responsible bid 18-070-GV.

Enacted and approved this 24th day of April, 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.

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

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- **Eva Hitchcock**: Completed 04/03/2018 9:25 AM
- **Christopher Snyder**: Completed 04/03/2018 4:39 PM
- **Kathy Ostrowski**: Completed 04/04/2018 9:43 AM
- **James McGuire**: Completed 04/04/2018 3:58 PM
- **Paul Rafac**: Completed 04/06/2018 8:19 AM
- **Kathy Ostrowski**: Completed 04/09/2018 11:35 AM
- **Transportation Committee**: Completed 04/17/2018 10:00 AM
- **Finance Committee**: Pending 04/24/2018 8:00 AM
- **County Board**: Pending 04/24/2018 10:00 AM
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- Vendor: Rilco Inc.
- Vendor #: 22423
- Attn: Dan Dabizjovic
- Email: dan@rilcoin.com
- Address: 1320 1st St.
- City: Rock Island
- State: IL
- Zip: 61201
- Phone: 847-421-5353

### 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

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

### Ship To:
- Dept: Division of Transportation
- Division: Fleet Maintenance
- Attn: Joe Bechtold
- Email: jospeh.bechtold@dupageco.org
- Address: 180 N. County Farm Road
- City: Wheaton
- State: IL
- Zip: 60187
- Phone: 630-407-6962

### Payment Terms
- F.O.B.
- PO 20 Delivery Date
- Requisitioner
- Use for: Contract Administrator
- Contract Start Date: May 1, 2018
- Contract End Date: Apr 30, 2019

### Line Items

<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>Acct # 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>AUTOMOTIVE LUBRICANTS</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52260</td>
<td></td>
<td></td>
<td>30,000.00</td>
<td>30,000.00</td>
</tr>
</tbody>
</table>

### Requisition Total: $30,000.00

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

This contract purchase order is to furnish and deliver automotive lubricants for the period May 1, 2018 through April 30, 2019 per low bid 18-070-GV

Dollar value is estimated. Orders will be placed on an "as needed" basis with quantities specified at the time orders are placed.

This contract is subject to three (3) additional one (1) year renewals.

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

Send completed approved PO to Dan

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

FY18 1500 3520 52260 $15,000.00
FY19 1500 3520 52260 $15,000.00

DT-P-0107-18
Transportation - 04/17/18
County Board - 04/24/18

---

Attachment: Rilco Inc. - Requisition (DT-P-0107-18 - Rilco Inc., F/K/A Rock Island Lubricants and Oil Company)
## 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: Rilco Inc.</th>
<th>Vendor #: 22423</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
</tr>
<tr>
<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 automotive lubricants, for a contract total, not to exceed $30,000.00.

### Reason for Procurement

Automotive lubricants are used to maintain the County fleet of vehicles and equipment.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 3520 52260
- [ ] Budget Transfer (Date) ___________ Add'l Information ____________________

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 18-070-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER SS 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 Mar 28, 2018
- [ ] Prepared By ____________________ Date ____________________
- [ ] Recommended for Approval ____________________ Date ____________________
- [ ] IT Approval, if required ____________________ Date ____________________

### REVIEWED BY (Initials Only)

- [ ] Buyer ____________________ 4/4/18
- [ ] Procurement Officer ____________________ 4-4-18
- [ ] Chief Financial Officer ____________________ 4-6-18
- [ ] Chairman's Office ____________________ (Decision Memos Over $25,000) Date ____________________

---

**Attachment:** Rilco Inc. - Checklist (DT-P-0107-18 : Rilco Inc., F/K/A Rock Island Lubricants and Oil Company)
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

BID #18-070-GV
AUTOMOTIVE LUBRICANTS
BID OPENING: MARCH 27, 2018 1:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>AL WARREN OIL COMPANY, INC</td>
<td>$63,867.15*</td>
</tr>
<tr>
<td>PETRO CHOICE, LLC</td>
<td>$67,217.10**</td>
</tr>
<tr>
<td>RILCO, INC</td>
<td>$63,073.00</td>
</tr>
</tbody>
</table>

*CORRECTED TOTALS          **DID NOT BID ALL ITEMS

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

\[\text{Glenda Vasak, DuPage County Buyer} \]
\[\text{Catlyn Hicks, Division Assistant} \]

<table>
<thead>
<tr>
<th>INVITATIONS SENT:</th>
<th>64</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL BIDDERs REQUESTING BID DOCUMENTS:</td>
<td>25</td>
</tr>
<tr>
<td>TOTAL BID RESPONSES RECEIVED:</td>
<td>3</td>
</tr>
</tbody>
</table>

Attendance: Rilco Inc. - Bid Tab (DT-P-0107-18 : Rilco Inc., F/K/A Rock Island Lubricants and Oil Company)
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: 3/22/18
Bid/Contract/PO #: 18-070-GV

Company Name: Rilco Inc.
Company Contact: Dan Danieljevic
Contact Phone: (630) 421-5858
Contact Email: dan@danieljevic.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>Add</th>
<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>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Add</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>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature

Printed Name: Emily Brandenburg
Title: HR Manager
Date: 3/22/2018

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO FREEWAY FORD-STERLING TRUCK SALES, INC.
TO FURNISH AND DELIVER
ONE (1) 2019 FORD F-550 SUPER CAB UTILITY SERVICE TRUCK
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $79,638.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Freeway Ford-Sterling Truck Sales, Inc., to furnish and deliver one (1) 2019 Ford F-550 Super Cab Utility Service Truck for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) 2019 Ford F-550 Super Cab Utility Service Truck for the Division of Transportation, is hereby approved for issuance to Freeway Ford-Sterling Truck Sales, Inc., 8445 45th Street, Lyons, Illinois 60534, for a contract total not to exceed $79,638.00, per lowest responsible bid 18-041-LG.

Enacted and approved this 24th day of April, 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>$79,638.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  04/04/2018 11:57 AM
- Christopher Snyder  Completed  04/05/2018 1:16 PM
- Kathy Ostrowski  Completed  04/05/2018 3:54 PM
- James McGuire  Completed  04/11/2018 11:39 AM
- Paul Rafac  Completed  04/12/2018 4:17 PM
- Kathy Ostrowski  Completed  04/13/2018 10:42 AM
- Transportation Committee  Completed  04/17/2018 10:00 AM
- Finance Committee  Pending  04/24/2018 8:00 AM
- County Board  Pending  04/24/2018 10:00 AM
# Purchase Requisition
## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Freeway Ford Sterling Truck Sales
- **Vendor #:** 10052
- **Attn:** Kevin May
- **Email:** kevin.may@freewaytruck.com
- **Address:** 8445 45th St.
- **City:** Lyons
- **State:** IL
- **Zip:** 60534
- **Phone:** 708-442-9000
- **Fax:** 708-442-9018

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

### Send Payments To:
- **Vendor:** Freeway Ford Sterling Truck Sales
- **Vendor #:** 10052
- **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:** 630-407-6962

### Ship To:
- **Dept:** Division of Transportation
- **Division:** Highway 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:** 630-407-6962

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:** Sep 24, 2018
- **Requisitioner:** Darcie Garza, CPPB

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

### Item Details

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</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>2019 Ford F-550 4X4 Super Cab Chassis, outfitted as a Utility Service Truck</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td></td>
<td>88,888.00</td>
<td>88,888.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Trade-In (H-21) 2001 Ford F-550 Utility Truck Vin# 1FDADF56F91ED15715</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td></td>
<td>-9,250.00</td>
<td>-9,250.00</td>
</tr>
</tbody>
</table>

### Requisition Total
$79,638.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
This contract purchase order is to furnish and deliver one (1) 2019 Ford F-550 4X4 Super Cab Chassis outfitted as a Service Utility Truck, for a contract total not to exceed $79,638.00.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):
email completed approved PO to Kevin May @ kevin.may@freewaytruck.com

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
1500 3510 54120 $79,638.00
DT-P-0108-18
Transportation - 04/17/18
County Board - 04/24/18
**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: Freeway Ford Sterling Truck Sales</th>
<th>Vendor #: 10052</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $79,638.00</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) 2019 Ford F-550 4X4 Super Cab Chassis outfitted as a Utility Service Truck, for a contract total, not to exceed $79,638.00

**Reason for Procurement**

To replace truck H-21 for the asphalt crew that has met the County criteria for vehicle replacement.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 54120
- [ ] Budget Transfer (Date) ____________________ Add'l Information ________________

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-041-LG (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4 1025(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 (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)**

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>4/3/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/6/18</td>
<td></td>
<td>4/11/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/12/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION  

Bid #18-041-LG  
2018 Ford F-550 4x4 Super Cab Chassis, outfitted as a Utility Service Truck  
Bid Opening: 3/21/2018  
1:30 P.M.  

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Grand Total with Trade-In</th>
<th>Grand Total without Trade-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freeway Ford</td>
<td>$79,638.00</td>
<td>$88,888.00</td>
</tr>
</tbody>
</table>
| (2019 Ford + Reading  
Class II aluminum body)  
(Auto Truck Group for  
utility)                  |                           |                             |
| Roesch Ford       | $87,600.00                | $91,100.00                  |
| (2018 Ford + Reading  
Class II aluminum body)  
(Monroe for utility)     |                           |                             |
| Altec             | $99,950.00                | $99,950.00                  |
| (2018 Ford + Altec  
Aluminum Body)         |                           |                             |

NJPA cooperative pricing  
• (2019 Ford + Reading Class II aluminum body, model AL132ADW) without trade in $93,355.06  
National Auto Group (NJPA) does not offer trade in service.

Bid opening attended by:  
Brian Kilduff, Roesch Ford  
Cethynn Hicks, DuPage Finance  
Larry Gammel, DuPage County Buyer

Invitations: 29  
Potential Bidders Requesting Bid Documents: 10  
Total Bid Responses Received: 3

2/22/2016
REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page 5 of (total number of pages)
AWARDING RESOLUTION
ISSUED TO BRAD TAYLOR INC., D/B/A BTI BRUSH
TO PROVIDE MOWING SERVICES ALONG
VARIOUS DU PAGE COUNTY RIGHTS-OF-WAY
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $50,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the
Transportation Committee recommends County Board approval for the issuance of a contract to
Brad Taylor Inc., d/b/a BTI Brush, to provide mowing services along various DuPage County
rights-of-way, as needed for the Division of Transportation, for the period April 24, 2018
through November 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide mowing services
along various DuPage County rights-of-way, as needed for the Division of Transportation, for
the period April 24, 2018 through November 30, 2018, is hereby approved for issuance to Brad
Taylor Inc., d/b/a BTI Brush, 10117 Bode Street, Suite A, Plainfield, Illinois 60585, for a
contract total not to exceed $50,000.00, per lowest responsible bid 18-079-GV.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
DT-P-0119-18

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

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>04/24/18-11/30/18</td>
<td>$50,000.00</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  04/05/2018 11:26 AM
- Christopher Snyder  Completed  04/05/2018 1:27 PM
- Kathy Ostrowski  Completed  04/05/2018 4:19 PM
- James McGuire  Completed  04/09/2018 8:43 AM
- Paul Rafac  Completed  04/10/2018 5:08 PM
- Kathy Ostrowski  Completed  04/12/2018 3:52 PM
- Transportation Committee  Completed  04/17/2018 10:00 AM
- Finance Committee  Pending  04/24/2018 8:00 AM
- County Board  Pending  04/24/2018 10:00 AM
## Purchase Requisition
### Procurement Services Division

**Send Purchase Order To:**
- Vendor: Brad Taylor, Inc.
- Attn: Dan Gleason
- Address: 10117 Bode St., Ste A
- City: Plainfield
- State: IL
- Zip: 60585
- Phone: 630-608-7098

**Send Invoices To:**
- Dept: Division of Transportation
- Attn: Kathy Curcio
- Address: 421 N. County Farm Road
- City: Wheaton
- State: IL
- Zip: 60187
- Phone: 630-407-6982

**Send Payments To:**
- Dept: Division of Transportation
- Attn: Mike Figuray
- Address: 140 N. County Farm Road
- City: Wheaton
- State: IL
- Zip: 60187
- Phone: 630-407-6921

**Ship To:**
- Dept: Division of Transportation
- Attn: Darcie Garza, CPPB
- Address: 421 N. County Farm Road
- City: Wheaton
- State: IL
- Zip: 60187
- Phone: 630-407-6921

**Payment Terms:**
- F.O.B.
- PO 20 Delivery Date: April 24, 2018
- Requisitioner: Mike Figuray

**PO25 only**
- Use for: Contract Administrator
- Contract Start Date: Apr 24, 2018
- Contract End Date: Nov 30, 2018

---

<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>FA</td>
<td>MOWING SERVICES FOR VARIOUS DUPAGE COUNTY LOCATIONS</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53320</td>
<td></td>
<td></td>
<td>50,000.00</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $50,000.00

---

**Header Comments:**

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

This contract purchase order is for the provision of mowing services for the period May 1, 2018 through April 30, 2019 per low bid 18-079-GV.

Unit price per acre $22.67/acre

---

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

These comments will NOT appear on the Purchase Order:

Send completed approved PO to Dan Gleason

---

**User Department Internal Notes:**

These comments will NOT appear on the Purchase Order:

FY2018 1500 3510 $50,000

DT-P-0119-18
Transportation - 04/17/18
County Board - 04/24/18
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: Brad Taylor, Inc.</th>
<th>Vendor #: 28702</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Mike Figuray</td>
</tr>
<tr>
<td>Contract Term: 4/24/2018 - 11/30/2018</td>
<td>Contract Total: $50,000.00</td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>For the provision of Mowing Services for Various DuPage County Locations, for a contract total not to exceed $50,000.00.</td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>To provide for the mowing of various DuPage County Right of Way locations.</td>
</tr>
<tr>
<td>FUNDING SOURCE</td>
<td>Procurement budgeted for (FY and budget code(s)): 1500 3510 53 3 2 0</td>
</tr>
<tr>
<td>DECISION MEMO NOT REQUIRED</td>
<td>Budget Transfer (Date) Add'l Information</td>
</tr>
<tr>
<td>LOWEST RESPONSIBLE QUOTE # or BID # 18-079-GV (QUOTE &lt; $25,000, BID ≥ $25,000; attach Tabulation)</td>
<td>RENEWAL, Enter Bid # Intergovernmental Agreement</td>
</tr>
<tr>
<td>SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)</td>
<td>PER SSILCS 5/5-1022 'Competitive Bids' (c) IT/Telecom purchases under $35,000.00 Public Utility</td>
</tr>
<tr>
<td>PER SSILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:</td>
<td></td>
</tr>
<tr>
<td>DECISION MEMO REQUIRED</td>
<td>Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS525)</td>
</tr>
<tr>
<td>EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)</td>
<td>RENEWAL OF RFP #</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)</td>
<td>OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)</td>
</tr>
<tr>
<td>REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)</td>
<td>OTHER THAN LOWEST RESPONSIBLE, BID #</td>
</tr>
</tbody>
</table>

PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Apr 2, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
</tr>
<tr>
<td>Recommended for Approval</td>
<td>Date</td>
</tr>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Apr 6, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office</td>
<td>Date</td>
</tr>
</tbody>
</table>

Chief Financial Officer (Decision Memos Over $25,000)
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

BID #18-079-GV
MOWING SERVICES FOR VARIOUS DUPAGE COUNTY LOCATIONS
BID OPENING DATE: APRIL 3, 2018
1:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRAD TAYLOR, INC</td>
<td>$30,743.24*</td>
</tr>
<tr>
<td>AMERICANA LANDSCAPE GROUP, INC</td>
<td>$33,089.33*</td>
</tr>
</tbody>
</table>

*CORRECTED TOTALS

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer
Catlyn Hicks, Division Assistant
Mike Figuray, DOT
Darcie Garza, DOT

THIS BID HAS A TENTATIVE AWARD DATE OF: APRIL 24, 2018

| INVITATIONS SENT: | 18 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 10 | TOTAL BID RESPONSES RECEIVED: | 2 |
Required Vendor Ethics Disclosure Statement

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

Company Name: [Redacted]

Contact Name: [Redacted]

Contact Phone: [Redacted]

Company Contact: [Redacted]

Contact Email: [Redacted]

Date: [Redacted]

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

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

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

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

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

Signature on File

Authorized Signature:

Printed Name:

Title:

Date:

Packet Pg. 108

Attachment: Brad Taylor Inc. - Ethics (DT-P-019-18 : Brad Taylor Inc., d/b/a BTI Brush)
AWARDING RESOLUTION
 ISSUED TO 3M COMPANY
 TO FURNISH AND DELIVER SIGN MATERIALS/ROLLED GOODS
 AS NEEDED FOR THE DIVISION OF TRANSPORTATION
 (CONTRACT TOTAL NOT TO EXCEED $39,476.38)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to 3M Company, to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver sign materials/rolled goods, as needed for the Division of Transportation, for the period May 1, 2018 through April 30, 2019, is hereby approved for issuance to 3M Company, 3M Company Building 225-4N-14, St. Paul, Minnesota 55144, for a contract total not to exceed $39,476.38, per lowest responsible bid 18-069-JM.

Enacted and approved this 24th day of April, 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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/01/18-04/30/19</td>
<td>$39,476.38</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>No Decision Memo Required, Lowest Responsible Bidder - See attached tabulation</td>
</tr>
</tbody>
</table>

Eva Hitchcock Completed 04/05/2018 11:28 AM
Christopher Snyder Completed 04/05/2018 1:27 PM
Kathy Ostrowski Completed 04/05/2018 2:38 PM
James McGuire Completed 04/06/2018 11:45 AM
Paul Rafac Completed 04/10/2018 5:08 PM
Kathy Ostrowski Completed 04/12/2018 3:54 PM
Transportation Committee Completed 04/17/2018 10:00 AM
Finance Committee Pending 04/24/2018 8:00 AM
County Board Pending 04/24/2018 10:00 AM
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: 3M Company</th>
<th>Vendor #: 10434</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Denise McMahon</td>
<td>Email: <a href="mailto:ttbidgroup@mmm.com">ttbidgroup@mmm.com</a></td>
</tr>
<tr>
<td>Address: 3M Company - Bldg 225-4N-14</td>
<td></td>
</tr>
<tr>
<td>City: St. Paul</td>
<td>State: MN</td>
</tr>
<tr>
<td>Phone: 651-736-4218</td>
<td>Fax: 888-246-9793</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Highway Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Curcio</td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: 3M Company</th>
<th>Vendor #: 10434</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Accounts Receivable</td>
<td>Email: <a href="mailto:tcentral@mmm.com">tcentral@mmm.com</a> (Customer Service)</td>
</tr>
<tr>
<td>Address: 2807 Paysphere Circle</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 800-553-1380</td>
<td>Fax: 800-491-9293</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Highway Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Ed Morgan</td>
<td>Email: <a href="mailto:Ed.Morgan@dupageco.org">Ed.Morgan@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 140 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6920</td>
<td>Fax: 630-407-6921</td>
</tr>
</tbody>
</table>

**Payment Terms:**

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

**PO 20 Delivery Date:**

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

<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>SIGN MATERIALS - ROLLED GOODS</td>
<td>1500</td>
<td>3510</td>
<td>52200</td>
<td>39,476.38</td>
<td>39,476.38</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:**

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

**Header Comments:**

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

This contract purchase order is to furnish and deliver Sign Materials - Rolled Goods, for the period May 1, 2018 through April 30, 2019, per low bid 18-069.

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

These comments will NOT appear on the Purchase Order:

email completed approved PO to Denise McMahon

**User Department Internal Notes:**

These comments will NOT appear on the Purchase Order:

FY2018 1500 3510 52200 $20,000.00
FY2019 1500 3510 52200 $19,476.38

DT-P-0120-18
Transportation - 04/17/18
County Board - 04/24/18
Procurement Review Checklist

Vendor: 3M Company
Vendor #: 10434-P1
Contract Term: 5/1/2018 - 4/30/2019
Contract Total: $39,476.38
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 Sign Materials - Rolled Goods for a contract total not to exceed $39,476.38.

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

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
☐ Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-069-JM
QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

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

PREPARED BY AND APPROVAL(S) (Initials Only)

DG, CPPB Prepared By Apr 2, 2018
Recommended for Approval Date 4/5/18
IT Approval, if required Date

REVIEWED BY (Initials Only)

Procurement Officer Date 4/6/18
Chairman's Office Date 4/10/18

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

Date Chairman's Office

Date
BID #18-069-JM
FURNISH & DELIVER SIGN MATERIALS – ROLLED GOODS
BID OPENING DATE: 03/29/18 - 2:30 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3M</td>
<td>$39,476.38</td>
</tr>
<tr>
<td>OSBURN ASSOCIATES, INC.</td>
<td>** $51,367.26</td>
</tr>
<tr>
<td>TAPCO – Traffic and Parking Control Co., Inc.</td>
<td>$58,416.88</td>
</tr>
</tbody>
</table>

** Corrected Total

BID NON-RESPONSIVE/RESPONSIBLE:
Orafol Americas Inc. - did not meet specifications

BID OPENING ATTENDED BY:
Joan McAvoy, DuPage County Buyer
Catlyn Hicks, DuPage County Division Assistant

<table>
<thead>
<tr>
<th>INVITATIONS SENT:</th>
<th>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:</th>
<th>TOTAL BID RESPONSES RECEIVED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>16</td>
<td>4</td>
</tr>
</tbody>
</table>

Attachment: 3M Company - Bid Tab (DT-P-0120-18 : 3M Company)
COUNTY OF DU PAGE, ILLINOIS

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

Company Name: 3M Company
Contact Phone: 651-736-4218

Company Contact: Denise McMahon
tbidgroup@mmm.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.

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

Recipient | Donor | Description (e.g. cash, type of item, in-kind services, etc.) | Amount/Value | Date Made
---|---|---|---|---
X | | | |

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

Add Line 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
---|---|---
Denise McMahon, Contract Administrator | 651-736-4218 | tbidgroup@mmm.com
Matthew Leibl, Contract Administrator | 651-737-8279 | tbidgroup@mmm.com

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, understand and agree to the requirements.

Signature on File

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

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND GLOBETROTTERS ENGINEERING CORPORATION PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES UPON REQUEST OF THE DIVISION OF TRANSPORTATION SECTION 18-CENGR-04-EG (CONTRACT TOTAL NOT TO EXCEED $400,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services, upon request of the Division of Transportation, Section 18-CENGR-04-EG; and

WHEREAS, Globetrotters Engineering Corporation (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $400,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Globetrotters Engineering Corporation be hereby accepted and approved for a contract total not to exceed $400,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Globetrotters Engineering Corporation, 300 South Wacker Drive, Suite 400, Chicago, Illinois 60606, by and through the Division of Transportation.

Enacted and approved this 24th day of April, 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.

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

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date / Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/05/2018 3:03 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/05/2018 4:05 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/05/2018 4:19 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/09/2018 9:26 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/10/2018 5:03 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>04/11/2018 8:16 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/12/2018 3:39 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>04/17/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>04/24/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>04/24/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**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> Globetrotters Engineering Corporation</td>
<td><strong>Vendor:</strong> Dept: Division of Transportation</td>
</tr>
<tr>
<td><strong>Attn:</strong> Brian McPartlin Email: <a href="mailto:Brian.mcpartlin@gec-group.com">Brian.mcpartlin@gec-group.com</a></td>
<td><strong>Attn:</strong> Paul Krueger Email:</td>
</tr>
<tr>
<td><strong>Address:</strong> 300 S. Wacker Drive, Suite 400</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Chicago <strong>State:</strong> IL <strong>Zip:</strong> 60606</td>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 312-922-6400 Fax: 312-922-0267</td>
<td><strong>Phone:</strong> 6900</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong></td>
<td><strong>Dept:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> <strong>State:</strong> IL <strong>Zip:</strong></td>
<td><strong>City:</strong> <strong>State:</strong> IL <strong>Zip:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></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></td>
<td></td>
</tr>
</tbody>
</table>

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

<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>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>18-CENGR-04-EG</td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td>400,000.00</td>
<td>400,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $400,000.00

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

Professional Construction Engineering Services, Upon Request, Section 18-CENGR-04-EG

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

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

DT-P-0100-18  
Transportation - 04/17/18  
County Board - 04/24/18

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

Procurement Services Division

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

Vendor: Globetrotters Engineering Corporation
Vendor #: 
Contract Term: Through 06/30/19
Contract Total: $400,000.00

Dept: Division of Transportation
Contact: Paul Krueger
Phone: 6900
Assigned Committee: Transportation

Description of Procurement/ Scope of Work/ Background:
Professional Construction Engineering Services, Upon Request, Section 18-CENGR-04-EG

Reason for Procurement:
See attached decision memo

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1500-3500-35040
☐ 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 SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # _______________ (Include Evaluation Summary if applicable)
☒ 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)

EMH Mar 27, 2018
Prepared By Date
Recommended for Approval 4/5/18
Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 4/6/18 Procurement Officer 4/9/18
Date Date
Chief Financial Officer 4/10/18 Chairman's Office 4/12/18
(Decision Memos Over $25,000) Date (Decision Memos Over $25,000) Date

Attachment: Globetrotters Engineering Corporation - Checklist (DT-P-0100-18 : Globetrotters Engineering Corporation)
**Decision Memo**

**Procurement Services Division**

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

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

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

The Division of Transportation (DOT) is in need of professional construction engineering and inspection services, as needed, for various transportation projects.

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

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

**Strategic Impact**

Financial Planning

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

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

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Proposals were received from 40 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Globetrotters Engineering Corporation is most qualified and has the staff available to perform the work on behalf of the County.

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

The DOT does have the capability to perform construction engineering services with our in-house staff, however, because of the time consuming nature of construction engineering, it often conflicts with other staff assignment priorities. It is the opinion of staff working with a number of different firms on minor projects would be time consuming and waste staff time unnecessarily. The DOT considered the capabilities of several firms prequalified by IDOT for this work. It is our recommendation that a contract be awarded to Globetrotters Engineering Corporation based upon qualifications of their staff. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized.

Another option would be to award the contract to a different firm.

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

The FY18 fiscal impact for this contract is anticipated to be $400,000.00. The DOT has allocated sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
GLOBETROTTERS ENGINEERING CORPORATION
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
UPON REQUEST
SECTION NO. 18-CENGR-04-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of ________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Globetrotters Engineering Corporation, licensed to do business in the State of Illinois, with offices at 300 S. Wacker Drive, Suite 400, Chicago, Illinois 60606; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RE C IT A L S

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 construction engineering services for various county highway improvements upon request (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 construction engineering services and is willing to perform the required services upon request for a total amount not to exceed $400,000.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that
the contractor complies with the Stormwater Ordinance in the event a Work Order necessitates this scope of work; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference and construction engineering services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary clearances for work requested by the COUNTY when required to do so.

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

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT’
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 with Work Order(s) shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with Work Order(s) 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 June 30, 2019, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or 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 Exhibit A herein for each approved Work Order.

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 $400,000.00. This amount is a “not to exceed” amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all
direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel to the Work Order. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the Work Order.

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

7.7 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. 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 shall include a progress report that describes work completed for the invoice period,
anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

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

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

7.9 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between

Globetrotters Engineering PSA – 18-CENQR-04-EG

3/26/2018
the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.10 Upon acceptance of all deliverables specified in 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
5.0/agreement by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

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

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

(b) The expiration of this AGREEMENT on June 30, 2019, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2019.

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

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

16.0 TERMINATION

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

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

16.3 Upon termination of this 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:

Globetrotters Engineering Corporation
300 S. Wacker Drive, Suite 400
Chicago, IL 60606
ATTN: Brian J. McPartlin
    Executive Vice President
Phone: 312.922.6400
Facsimile: 312.922.0267
Email: brian.mcpartlin@gec-group.com

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

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

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

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

If the COUNTY requires: (1) the CONSULTANT’S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY’S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer assigned to a Work Order(s) has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the Work Order(s) have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

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 Order(s) 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 Order(s).

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

COUNTY OF DUPAGE

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

GLOBETROTTERS ENGINEERING CORPORATION

Signature on File

BY: ____________________________
NAME: Michael J. Mcgovern
TITLE: President

ATTEST BY:

NAME: Ajay Shah
TITLE: Co-0

Paul Hinds, County Clerk

ATTEST BY:

Signature on File

3/26/2018
EXHIBIT A

SCOPE OF WORK

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

(1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.

(2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.

(3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and supervise the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County’s Engineer who is in responsible charge of the construction section.

(4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.

(5) To withdraw from the project, within two weeks after notification by the COUNTY, any personnel or services no longer required.
(6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.

(7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

(8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.

(9) The RESIDENT ENGINEER will keep the project diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County’s Engineer and become the property of the COUNTY.

(10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.

(11) To complete all measurements, records, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.

(12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone,
shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

(13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant or Notify the COUNTY when the services of the COUNTY's Material Testing consultant are required. The CONSULTANT shall maintain a record of the Material Testing consultants work and review all invoices for accuracy submitted to the COUNTY by the Material Testing consultant for payment. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.
EXHIBIT B

Left Intentionally Blank
# EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: Globetrotters Engineering Corporation  
PROJECT: Various Construction Engineering Services

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disc Manager-3-SRE</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td>Disc Manager - 1</td>
<td>$67.00</td>
<td></td>
</tr>
<tr>
<td>Resident Engineer - 2</td>
<td>$63.00</td>
<td></td>
</tr>
<tr>
<td>Resident Engineer - 1</td>
<td>$52.00</td>
<td></td>
</tr>
<tr>
<td>Civil Design Engineer - 3</td>
<td>$57.00</td>
<td></td>
</tr>
<tr>
<td>Civil Design Engineer - 2</td>
<td>$44.00</td>
<td></td>
</tr>
<tr>
<td>Civil Design Engineer - 1</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Civil Constr. Engineer - 2</td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td>Civil Constr. Engineer - 1</td>
<td>$38.00</td>
<td></td>
</tr>
<tr>
<td>Constr. Inspector - 2</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>Constr. Inspector - 1</td>
<td>$32.00</td>
<td></td>
</tr>
<tr>
<td>Surveyor</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>CADD Operator - 3</td>
<td>$37.00</td>
<td></td>
</tr>
<tr>
<td>CADD Operator - 2</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Administrative Services</td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>Project Accountant</td>
<td>$32.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT:  
Type Name: Michael Albert  
Date: 3/13/18

Approved By COUNTY:  
Date: 

Packet Pg. 147
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.

Page 2 of 2
<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 GOVERNORS TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>M.U.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNORS TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks notice, with prior IDOT approval</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNORS TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>M.U.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/ full day</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$65.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $65/day)</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on FIM’s policy)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Drawings/Plans/in-house</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Drawings/Plans/Outside</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td>X</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility/Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>J.S.</td>
<td></td>
<td></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>J.S.</td>
<td></td>
<td></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>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Explosives Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Salt Samples*</td>
<td>Actual cost</td>
<td>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>J.S.</td>
<td></td>
<td></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>J.S.</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

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

**Total:** $0.00
Required Vendor Ethics Disclosure Statement

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

Company Name: Globetrotters Engineering Corporation
Company Contact: Brian McPartlin
Contact Phone: 312-697-3614
Contact Email: brian.mcpartlin@gec-group.com

Date: Mar 21, 2018
Bid/Contract/PO #:

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Globetrotters Engineering</td>
<td>Check</td>
<td>$5,000.00</td>
<td>May 3, 2017</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Globetrotters Engineering</td>
<td>Check</td>
<td>$1,000.00</td>
<td>March 15, 2018</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name: Ajay Shah
Title: Chief Executive Officer
Date: Mar 21, 2018

Packet Pg. 150
WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2018 Pavement Maintenance (North) Program, Section 18-PVMTC-09-GM; and

WHEREAS, STV Incorporated (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $299,970.67; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and STV Incorporated be hereby accepted and approved for a contract total not to exceed $299,970.67 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to STV Incorporated, 200 West Monroe Street, Suite 1650, Chicago, Illinois 60606, by and through the Division of Transportation.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>THRU 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$299,970.67</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**

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

- Eva Hitchcock
  - Completed 04/05/2018 3:02 PM
- Christopher Snyder
  - Completed 04/05/2018 4:09 PM
- Kathy Ostrowski
  - Completed 04/05/2018 4:20 PM
- James McGuire
  - Completed 04/09/2018 9:26 AM
- Paul Rafac
  - Completed 04/10/2018 5:06 PM
- Tom Cuculich
  - Completed 04/11/2018 8:15 AM
- Kathy Ostrowski
  - Completed 04/12/2018 3:37 PM
- Transportation Committee
  - Completed 04/17/2018 10:00 AM
- Finance Committee
  - Pending 04/24/2018 8:00 AM
- County Board
  - Pending 04/24/2018 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> STV Incorporated</td>
<td><strong>Vendor #:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Bruce Jennings</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Bruce.Jennings@stvinc.com">Bruce.Jennings@stvinc.com</a></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 200 W. Monroe Street, Suite 1650</td>
<td><strong>Attn:</strong> Paul Krueger</td>
</tr>
<tr>
<td><strong>City:</strong> Chicago</td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60606</td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> 312-553-0655</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Fax:</strong> 312-553-0661</td>
<td><strong>State:</strong> IL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<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></td>
<td><strong>Dept:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Zip:</strong></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><strong>PER 50 ILCS 505/1</strong></td>
<td><strong>Destination</strong></td>
<td><strong>Use for</strong></td>
<td><strong>Contract Administrator</strong></td>
</tr>
<tr>
<td><strong>PO25 only</strong></td>
<td></td>
<td></td>
<td><strong>Contract Start Date</strong></td>
</tr>
<tr>
<td><strong>Eva Hitchcock</strong></td>
<td></td>
<td></td>
<td><strong>Use for</strong></td>
</tr>
</tbody>
</table>

<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>18-PVMTC-09-GM</td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>53010</td>
<td></td>
<td></td>
<td>299,970.67</td>
<td>299,970.67</td>
</tr>
</tbody>
</table>

**Requisition Total:** $299,970.67

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):  
2018 Pavement Maintenance (North) Program, Section 18-PVMTC-09-GM

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):  
DT-P-0114-18  
Transportation - 04/17/18  
County Board - 04/24/18

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

**Procurement Services Division**

**This form must accompany all Purchase Order Requisitions**

**Attach Required Vendor Ethics Disclosure Statement**

<table>
<thead>
<tr>
<th>Vendor: STV, Incorporated</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Through 06/30/19</td>
<td>$299,970.67</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Contact: Paul Krueger</th>
<th>Phone: 6900</th>
<th>Assigned Committee: Transportation</th>
</tr>
</thead>
</table>

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

2018 Pavement Maintenance (North) Program; Section 18-PVMTC-09-GM

### Reason for Procurement

See attached decision memo

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500-3500-53010
- [ ] Budget Transfer (Date) ______________ Add'l Information

### DECISION MEMO NOT REQUIRED

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

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

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMH</td>
<td>Apr 3, 2018</td>
<td>4/3/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/6/18</td>
<td>4/9/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/10/18</td>
<td></td>
<td>4/12/18</td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
Decision Memo

Procurement Services Division

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

Requesting Department: Department of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: STV Incorporated

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

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The Division of Transportation (DOT) is in need of professional construction engineering services for the 2018 Pavement Maintenance - North Region contract, Section 18-PVMTC-09-GM.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
In order to comply with Motor Fuel Tax requirements, it is necessary to monitor, inspect and document the work by the contractor. The 2018 Pavement Maintenance - North Region involves the resurfacing of certain county highways. A consultant is necessary to inspect the work by the contractor to ensure it is in accordance with the plans and special provisions, to document the work by the contractor, to order required materials testing, to measure completed work for payment and other related work.

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

The DOT’s annual pavement maintenance contract keeps the County Highway system in a “state of good repair” allowing motorists to travel County Highways in a safe and efficient manner.

Source Selection/Vetting Information - Describe method used to select source.
The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 41 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by STV Incorporated is most qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommendation is to award a Construction Engineering contract to STV Incorporated. Other options would be to award a Construction Engineering contract to another firm or to perform the work utilizing in-house staff. The project involves improving County highways at various locations. It will be necessary to assign at least two persons, full time, to this project to monitor and document the work to be performed by the contractor. In addition, testing of asphalt and concrete placed as part of the contract will also need to be performed in accordance with IDOT materials inspection requirements. The DOT does not have the available staffing to assign full time to this single project and still make progress on other project assignments. Also, the DOT does not possess the necessary testing equipment, certified lab/or specialized training to perform the required materials testing. The use of a consultant is recommended as the most cost effective means to provide the required construction engineering for this project. The DOT reviewed the capabilities of several firms pre-qualified by IDOT for this work. STV Incorporated has qualified personnel readily available to perform the construction engineering on this project and the DOT feels it is in the best interest of the County to award a contract to STV Incorporated. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized.
Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The FY18 fiscal impact for this contract is anticipated to be $299,970.67. The DOT has allocated sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND STV INCORPORATED
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2018 PAVEMENT MAINTENANCE-NORTH REGION
SECTION NO.: 18-PVMTC-09-GM

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 (hereinafter referred to as the COUNTY) and STV Incorporated, licensed to do business in the State of Illinois, with offices at 200 West Monroe Street, Suite 1650, Chicago, Illinois; (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 construction engineering services for 2018 Pavement Maintenance-North Region, Section No.: 18-PVMTC-09-GM (hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed $299,970.67; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

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

2.3 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.

2.4 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.

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

3.0 NOTICE TO PROCEED

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

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

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

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

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the files, records, reports, documentation, etc. specified in Exhibit A.

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 $299,970.67, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

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

7.5 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.

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

7.7 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted on IDOT’S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

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

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

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

7.9 Upon acceptance of all deliverables specified in paragraph 6.1 of this AGREEMENT, 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, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove the CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, \textit{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, \textit{et seq.}; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

(b) The expiration of this AGREEMENT on June 30, 2019, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2019.

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

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

16.0 TERMINATION

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

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

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

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

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

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

21.0 NOTICES

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

STV Incorporated
200 West Monroe Street, Suite 1650
Chicago, IL 60606
ATTN: Bruce R. Jennings, P.E., PMP
Associate, Engineering Director
Phone: 312.553.0655
Facsimile: 312.553.0661
Email: bruce.jennings@stvinc.com

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

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

22.0 WAIVER OF/Failure to Enforce Breach

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY can not secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT’S request, proof of the COUNTY’S permission, or legal authority, to enter onto the property of a third party.
24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

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

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

COUNTY OF DUPAGE

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

STV INCORPORATED

BY: 
NAME: ____________________________
TITL E: ____________________________
TED LACHUS
VICE PRESIDENT

ATTEST BY:

ATTEST BY:

Signature on File

Signature on File

Paul Hinds, County Clerk

NAME: ____________________________
TITL E: ____________________________
LINDA DEMPSEY
ADMINISTRATIVE SERVICES MANAGER
EXHIBIT A

SCOPE OF WORK

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

(1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.

(2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.

(3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and supervise the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County’s Engineer who is in responsible charge of the construction section.

(4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.

(5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
(6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.

(7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

(8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.

(9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT’S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County’s Engineer and become the property of the COUNTY.

(10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.

(11) To complete all measurements, records, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.

(12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results
thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

(13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.
## Estimated Construction Start:
**5/14/18**

## Estimated Construction Finish:
**8/24/18**

## Calendar Days:
103

## Holidays:
**5/28/18**
**7/4/18**
**9/3/18**

## Close-out:
**6/27/18**
**8/21/18**
**9/14/18**
**9/17/18**

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Work Days</th>
<th>% Prog</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/5/18</td>
<td>1</td>
<td>10</td>
<td>Rate</td>
</tr>
<tr>
<td>5/1/18</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5/4/18</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5/11/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5/15/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5/18/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/1/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/4/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/8/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/11/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/18/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/21/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/25/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6/28/18</td>
<td>8</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>7/2/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/5/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/9/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/11/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/16/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/20/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/23/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7/27/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/3/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/6/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/10/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/13/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/17/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/20/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/23/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8/27/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/3/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/6/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/10/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/13/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/17/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/21/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/24/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9/28/18</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 102

<table>
<thead>
<tr>
<th>S/N</th>
<th>Activity</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average</td>
<td>676.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Force</td>
<td>676.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Total</td>
<td>676.00</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

**Direct Labor Total:** $51,734.18

**Multiplier:** 2.5000

**Labor X Multiplier Total:** $259,665.70

**Direct Cost:** $14,274.39

**Pretz Consultant Cost:** $271,727.00

**Materials QA Consultant, STATE Testing, Cost:** $28,263.64

**TOTAL ESTIMATED COST = $296,970.67**

---

**Attachment:** STV Incorporated - Agreement (DT-P-0114-18 : STV Incorporated)
**FIRM NAME**  
STV Incorporated

**PRIME/SUPPLEMENT**  
Prime

**CONTRACT TERM**  
START DATE: 5/1/2018  
RAISE DATE: 1/1/2019  
DURATION: 14 MONTHS

**DATE**  
03/26/18

**PTS NO.**  

**OVERHEAD RATE**  
128.74%

**COMPLEXITY FACTOR**  
0

**% OF RAISE**  
3.00%

### ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>Period</th>
<th>5/1/2018 - 1/1/2019</th>
<th>1/2/2019 - 7/1/2019</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escalation Factor</td>
<td>8</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>Percentage</td>
<td>57.14%</td>
<td>44.14%</td>
<td>1.23%</td>
</tr>
</tbody>
</table>

The total escalation for this project would be: 1.23%
### Payroll Rates

**FIRM NAME**
STV Incorporated

**PRIME/SUPPLEMENT**
Prime

**PTB NO.**

**DATE**
03/28/18

**ESCALATION FACTOR**
1.29%

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>CURRENT RATE</th>
<th>ESCALATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional VIII</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional VII</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional VI</td>
<td>$67.17</td>
<td>$68.03</td>
</tr>
<tr>
<td>Professional V</td>
<td>$57.97</td>
<td>$55.17</td>
</tr>
<tr>
<td>Professional IV</td>
<td>$54.19</td>
<td>$54.89</td>
</tr>
<tr>
<td>Professional III</td>
<td>$43.86</td>
<td>$44.42</td>
</tr>
<tr>
<td>Professional II</td>
<td>$38.16</td>
<td>$38.87</td>
</tr>
<tr>
<td>Professional I</td>
<td>$37.04</td>
<td>$30.00</td>
</tr>
<tr>
<td>Engineering Tech V</td>
<td>$55.11</td>
<td>$55.17</td>
</tr>
<tr>
<td>Engineering Tech IV</td>
<td>$43.74</td>
<td>$44.30</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>$35.67</td>
<td>$36.13</td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>$42.31</td>
<td>$42.85</td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>$30.99</td>
<td>$31.39</td>
</tr>
<tr>
<td>Administrative Assistant - III</td>
<td>$35.61</td>
<td>$36.07</td>
</tr>
<tr>
<td>Administrative Assistant - II</td>
<td>$25.56</td>
<td>$25.91</td>
</tr>
<tr>
<td>Administrative Assistant - I</td>
<td>$15.70</td>
<td>$15.90</td>
</tr>
<tr>
<td>Intern</td>
<td>$15.00</td>
<td>$15.19</td>
</tr>
</tbody>
</table>

**EXHIBIT “A”**
<table>
<thead>
<tr>
<th>DBE DROP BOX</th>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>(2.60+R) TIMES PAYROLL</th>
<th>DIRECT COSTS</th>
<th>SERVICES BY OTHERS</th>
<th>DBE TOTAL</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident Engineer</td>
<td>725</td>
<td>39,996.25</td>
<td>111,995.10</td>
<td>14,871.33</td>
<td></td>
<td>126,866.43</td>
<td>126,866.43</td>
<td>42.29%</td>
</tr>
<tr>
<td></td>
<td>Inspector</td>
<td>829</td>
<td>45,735.93</td>
<td>128,060.60</td>
<td></td>
<td></td>
<td>128,060.60</td>
<td>128,060.60</td>
<td>42.59%</td>
</tr>
<tr>
<td></td>
<td>Inspector</td>
<td>200</td>
<td>6,000.00</td>
<td>16,600.00</td>
<td></td>
<td></td>
<td>16,600.00</td>
<td>16,600.00</td>
<td>5.60%</td>
</tr>
<tr>
<td></td>
<td>STATE Testing</td>
<td></td>
<td></td>
<td>28,243.64</td>
<td></td>
<td></td>
<td>28,243.64</td>
<td>28,243.64</td>
<td>9.42%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong></td>
<td>1754</td>
<td>91,734.18</td>
<td>256,855.70</td>
<td>14,871.33</td>
<td></td>
<td>299,970.57</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

DBE 0.00%

Attachment: STV Incorporated - Agreement (DT-P-0114-18 : STV Incorporated)
### Average Hourly Project Rates

<table>
<thead>
<tr>
<th>Payroll Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Project Rates</th>
<th>Resident Engineer</th>
<th>Inspector</th>
<th>Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Avg</td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgted Avg</td>
</tr>
<tr>
<td>Professional VIII</td>
<td>$70.00</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional VII</td>
<td>$70.00</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional VI</td>
<td>$68.03</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional V</td>
<td>$55.17</td>
<td>725</td>
<td>41.33%</td>
<td>22.80</td>
<td>725</td>
</tr>
<tr>
<td>Professional IV</td>
<td>$54.89</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional III</td>
<td>$44.42</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional II</td>
<td>$38.87</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional I</td>
<td>$30.00</td>
<td>200</td>
<td>11.40%</td>
<td>3.42</td>
<td>200</td>
</tr>
<tr>
<td>Engineering Tech V</td>
<td>$55.17</td>
<td>829</td>
<td>47.26%</td>
<td>26.08</td>
<td>829</td>
</tr>
<tr>
<td>Engineering Tech IV</td>
<td>$44.30</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>$36.13</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>$42.85</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>$31.39</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant - III</td>
<td>$36.07</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant - II</td>
<td>$25.91</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant - I</td>
<td>$15.90</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Intern</td>
<td>$15.19</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td>1754</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Date:** 03/28/18

Sheet 1 OF 1

Attachment: STV Incorporated - Agreement (DT-P-0114-18 : STV Incorporated)
Packet Pg. 187

Payroll Escalation Table
Anniversary Raises
DLM 2.80

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>4 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>5/1/2016</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>Anniversary</td>
</tr>
</tbody>
</table>

ESCALATION PER YEAR

DETERMINE THE MIDPOINT OF THE AGREEMENT

2

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.00%
### Payroll Rates

**FIRM NAME**
State Materials Engineering, LLC DBA State

**DATE**
03/27/18

**PRIME/SUPPLEMENT**

**PTB NO.**

---

**ESCALATION FACTOR**
0.00%

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>CURRENT RATE</th>
<th>ESCALATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Associate Engineer/PM</td>
<td>$60.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$59.00</td>
<td>$59.00</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$51.15</td>
<td>$51.15</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$33.50</td>
<td>$33.50</td>
</tr>
<tr>
<td>Materials Coordinator</td>
<td>$42.21</td>
<td>$42.21</td>
</tr>
<tr>
<td>Laboratory Manager</td>
<td>$43.45</td>
<td>$43.45</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>$41.00</td>
<td>$41.00</td>
</tr>
<tr>
<td>Staff Accountant</td>
<td>$35.75</td>
<td>$35.75</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$23.50</td>
<td>$23.50</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$29.88</td>
<td>$29.88</td>
</tr>
<tr>
<td>CWI</td>
<td>$43.66</td>
<td>$43.66</td>
</tr>
<tr>
<td>Level III Technician</td>
<td>$42.11</td>
<td>$42.11</td>
</tr>
<tr>
<td>Laboratory Technician II</td>
<td>$24.54</td>
<td>$24.54</td>
</tr>
<tr>
<td>Laboratory Technician I</td>
<td>$17.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>Material Tester 1</td>
<td>$42.44</td>
<td>$42.44</td>
</tr>
<tr>
<td>Material Tester 2</td>
<td>$42.45</td>
<td>$42.45</td>
</tr>
<tr>
<td>Senior Geotechnical Technical</td>
<td>$44.00</td>
<td>$44.00</td>
</tr>
</tbody>
</table>

\[
\begin{align*}
&42.44 \quad 42.44 \\
&0.50 \quad 0.50 \\
&21.22 \quad 21.22 \\
&5 \quad 5.00 \\
&106.1 \quad 70.00 \\
&\quad \quad 0.00 \\
&\quad \quad 0.00 \\
&\quad \quad 0.00 \\
&\quad \quad 0.00 \\
&\quad \quad 0.00 \\
&\quad \quad 0.00 \\
\end{align*}
\]

**EXHIBIT “A”**

Page 10 of 12
<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>(2.80+R) TIMES PAYROLL</th>
<th>DIRECT COSTS</th>
<th>SERVICES BY OTHERS</th>
<th>DBE TOTAL</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(C+D+E)</td>
<td>(C+D+E)</td>
<td></td>
</tr>
<tr>
<td>HMA QA Verification</td>
<td>95</td>
<td>4,090.74</td>
<td>11,454.07</td>
<td>650.00</td>
<td></td>
<td></td>
<td>12,104.07</td>
<td>42.86%</td>
</tr>
<tr>
<td>PCC QA Verification</td>
<td>60</td>
<td>2,552.90</td>
<td>7,176.12</td>
<td>325.00</td>
<td></td>
<td></td>
<td>7,501.22</td>
<td>26.56%</td>
</tr>
<tr>
<td>Laboratory Services</td>
<td>108</td>
<td>3,086.16</td>
<td>8,638.45</td>
<td></td>
<td></td>
<td></td>
<td>8,638.45</td>
<td>30.59%</td>
</tr>
</tbody>
</table>

**TOTALS** 264  9,738.80  27,268.64  975.00  0.00  0.00  28,243.64  100.00%

DBE 0.00%
### Average Hourly Project Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Project Rates</th>
<th>HMA QA Verification</th>
<th>PCC QA Verification</th>
<th>Laboratory Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours % Part. Wgt Avg</td>
<td>Hours % Part. Wgt Avg</td>
<td>Hours % Part. Wgt Avg</td>
<td>Hours % Part. Wgt Avg</td>
<td>Hours % Part. Wgt Avg</td>
</tr>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Associate Engineer/PM</td>
<td>$60.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$59.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$51.15</td>
<td>12</td>
<td>4.55%</td>
<td>2</td>
<td>2.08%</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$33.50</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Materials Coordinator</td>
<td>$42.21</td>
<td>12</td>
<td>4.55%</td>
<td>1.92</td>
<td>4</td>
</tr>
<tr>
<td>Laboratory Manager</td>
<td>$43.45</td>
<td>6</td>
<td>3.03%</td>
<td>1.32</td>
<td>8</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>$41.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Staff Accountant</td>
<td>$35.75</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$23.50</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$29.68</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CWI</td>
<td>$43.68</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Level III Technician</td>
<td>$42.11</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Laboratory Technician II</td>
<td>$24.54</td>
<td>8</td>
<td>33.33%</td>
<td>8.18</td>
<td>88</td>
</tr>
<tr>
<td>Laboratory Technician I</td>
<td>$17.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Material Tester 1</td>
<td>$42.44</td>
<td>144</td>
<td>54.85%</td>
<td>23.15</td>
<td>90</td>
</tr>
<tr>
<td>Material Tester 2</td>
<td>$42.45</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Senior Geotechnical Technician</td>
<td>$44.00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>264</td>
<td>100%</td>
<td>$36.69</td>
<td>96</td>
<td>100%</td>
</tr>
</tbody>
</table>
EXHIBIT B

(Left Intentionally Blank)
# EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

## CONSULTANT:
STV INCORPORATED

## PROJECT:
2018 Pavement Maintenance - North/Construction Engineering
Section 18-PVMTC-09-GM

<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>Professional VIII</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional VII</td>
<td>$63.20</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional VI</td>
<td>$55.53</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional V</td>
<td>$47.12</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional IV</td>
<td>$39.52</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional III</td>
<td>$28.34</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional II</td>
<td>$28.04</td>
<td>$70.00</td>
</tr>
<tr>
<td>Professional I</td>
<td>$18.00</td>
<td>$59.12</td>
</tr>
<tr>
<td>Engineering Tech V</td>
<td>$32.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineering Tech IV</td>
<td>$27.42</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>$18.00</td>
<td>$56.26</td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>$15.82</td>
<td>$41.28</td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>$15.00</td>
<td>$37.87</td>
</tr>
<tr>
<td>Administrative Assistant - III</td>
<td>$35.61</td>
<td>$70.00</td>
</tr>
<tr>
<td>Administrative Assistant - II</td>
<td>$25.58</td>
<td>$45.71</td>
</tr>
<tr>
<td>Administrative Assistant - I</td>
<td>$16.70</td>
<td>$37.15</td>
</tr>
<tr>
<td>Intern</td>
<td>$15.00</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT: 

Type Name: Ted W. Lachus

Approved By COUNTY: 

Signature on File

Date: 3/15/2018

Date: 4/11/18

Page 1 of 2
Exhibit C Notes

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

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

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

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

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Principal</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>28</td>
<td>70</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>39</td>
<td>67</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>23</td>
<td>47</td>
</tr>
<tr>
<td>Materials Coordinator</td>
<td>35</td>
<td>50</td>
</tr>
<tr>
<td>Laboratory Manager</td>
<td>35</td>
<td>55</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>28</td>
<td>45</td>
</tr>
<tr>
<td>Staff Accountant</td>
<td>25</td>
<td>40</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>20</td>
<td>32</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>22</td>
<td>44</td>
</tr>
<tr>
<td>Civil</td>
<td>35</td>
<td>55</td>
</tr>
<tr>
<td>Level III Technician</td>
<td>35</td>
<td>48</td>
</tr>
<tr>
<td>Laboratory Technician II</td>
<td>12</td>
<td>35</td>
</tr>
<tr>
<td>Laboratory Technician I</td>
<td>10</td>
<td>22</td>
</tr>
<tr>
<td>Material Tester 1</td>
<td>30</td>
<td>59</td>
</tr>
<tr>
<td>Material Tester 2</td>
<td>30</td>
<td>59</td>
</tr>
<tr>
<td>Senior Geotechnical Technician</td>
<td>30</td>
<td>50</td>
</tr>
<tr>
<td>Level II Technician</td>
<td>35</td>
<td>48</td>
</tr>
<tr>
<td>Level I Technician</td>
<td>30</td>
<td>48</td>
</tr>
<tr>
<td>Apprentice</td>
<td>20</td>
<td>40</td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed.

Signature on File

Signature of Authorized Agent for CONSULTANT:
Type Name: DEREK WHITE
Date: 3-27-2018

Approved By COUNTY:
Signature on File
Date: 4/1/18

Packet Pg. 194
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>UTILIZATION</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></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></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></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, with prior IDOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owner or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>202</td>
<td></td>
<td>$85.00</td>
<td>$13,130.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Lb to $55/day)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>1,250</td>
<td></td>
<td>$0.40</td>
<td>$500.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>46</td>
<td></td>
<td>$27.59</td>
<td>$1,214.33</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<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></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></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<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>
<td></td>
<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></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></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></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></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></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>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples</td>
<td>Actual cost</td>
<td></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>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rent*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total**                             |                                                             |             |          |               | $14,871.33 |

*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
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Allowable</th>
<th>Utilize Wages</th>
<th>Quantity</th>
<th>Contract Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost (up to state rate maximum)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>(per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>(per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></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, with prior DOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Usage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Use or Leased</td>
<td>$32.50/veh day (4 hours or less) or $45.50/Full day</td>
<td></td>
<td></td>
<td>$66.50</td>
<td>$66.50</td>
</tr>
<tr>
<td>Travel</td>
<td>Actual cost (up to $15/hr)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium premium (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$21.25</td>
<td>$106.10</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on hours policy)</td>
<td></td>
<td></td>
<td>$4.24</td>
<td>$4.24</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$23.50</td>
<td>$23.50</td>
</tr>
<tr>
<td>Copies of Department/Other (not 911)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Department/Other (Questions)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phone It Only)</td>
<td>Actual cost</td>
<td></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></td>
<td></td>
<td>$0.60</td>
<td>$0.60</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Plus $15/hour)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Video Rte.</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<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>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Equipment &amp; Equipment Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcription (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courtroom Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Damage Cleaning and Tearing</td>
<td>Actual cost (Requires 2-3 quotes with DOT approval)</td>
<td></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 DOT approval)</td>
<td></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 DOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploration/Trenching</td>
<td>Actual cost (Requires 2-3 quotes with DOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></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>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rentals*</td>
<td>Actual cost (Require 2-3 quotes with DOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**$975.00**

*All costs associated with these tests will not be billed as direct costs but will be included in the hourly rate.

**LEGEND**

V.O. = Work Order
J.S. = Job Specific

**Notes:**
- All other allocable costs not listed, please add in the above spaces provided.
- Only costs incurred for the work performed will be reimbursed.
- All costs associated with these tests will not be billed as direct costs but will be included in the hourly rate.

**Attachment:** STV Incorporated - Agreement (DT-P-0114-18 : STV Incorporated)
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 18-PVMTC-09-GM

Company Name: STV Incorporated
Contact Phone: 312-553-0655
Company Contact: Ted W. Lachus
Contact Email: ted.lachus@stvinc.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)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Cronin</td>
<td>STV Incorporated</td>
<td>check</td>
<td>$70.00</td>
<td>Feb 24, 2017</td>
</tr>
<tr>
<td>Dan Cronin</td>
<td>STV Incorporated</td>
<td>check</td>
<td>$700.00</td>
<td>Feb 9, 2018</td>
</tr>
</tbody>
</table>

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

- 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>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Signature on File

Authorized Signature

Printed Name: Ted W. Lachus, P.E.
Title: Vice President, Business Unit Leader, Midwest Region
Date: Mar 19, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
TO R.W. DUNTEMAN COMPANY
2018 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 18-PVMTC-10-GM
(COUNTY COST: $4,194,216.29)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2018 Pavement Maintenance (South) Program, Section 18-PVMTC-10-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.W. Dunteman Company</td>
<td>$4,194,216.29</td>
</tr>
<tr>
<td>K-Five Construction Corporation</td>
<td>$4,266,885.87</td>
</tr>
</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to R.W. Dunteman Company for their submission of the lowest, most responsible bid in the amount of $4,194,216.29.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to R.W. Dunteman Company, 600 South Lombard Road, Addison, Illinois 60101 for their bid of $4,194,216.29; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3550-53320</td>
<td>$4,194,216.29</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation; and
Resolution

DT-R-0120-18

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with R.W. Dunteman Company.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________
PAUL HINDS, COUNTY CLERK
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: 3/27/2018
Bid/Contract/PO #: 18-PVNTC-10-61

Company Name: R.W. Dunteman Company
Company Contact: William R. Rohde
Contact Phone: 630-853-1500, Ext. 11
Contact Email: brohde@rwco.com

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Roland W. Dunteman
President
03/27/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE COUNTY OF COOK
CONCERNING THE ELGIN O’HARE/I-390 CORRIDOR ENHANCEMENTS
SECTION NO. 14-00245-05-EG AND 14-00245-05-LS
PHASE II DESIGN ENGINEERING
(COUNTY TO BE REIMBURSED 50%; ESTIMATED $52,532.00)

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

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

WHEREAS, the Illinois State Toll Highway Authority is the lead agency for the Elgin O’Hare Western Access improvement that includes widening the existing Elgin O’Hare Expressway, extending the Elgin O’Hare Expressway from its eastern terminus at Rohlwing Road (IL Route 53) to O’Hare International Airport to be known as IL Route 390, and constructing a Western Access corridor connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as EOWA); and

WHEREAS, the COUNTY has secured Illinois Transportation Enhancement Program funding for corridor enhancements along the EOWA; and

WHEREAS, the COUNTY has entered into an engineering agreement for professional phase II design engineering services for corridor enhancements along the EOWA in the amount of $105,064.00 (hereinafter referred to as PROJECT); and

WHEREAS, the PARTY desires to enter into an agreement to share equally in the phase II design engineering costs of the PROJECT; and

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

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

DT-R-0138-18

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

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE COUNTY OF COOK
CONCERNING THE ELGIN O’HARE/I-390
CORRIDOR ENHANCEMENTS

DU PAGE COUNTY SECTION NO. 14-00245-05-EG AND 14-00245-05-LS
(DU PAGE COUNTY TO BE REIMBURSED AN ESTIMATED $52,532.00; 50%)

This Intergovernmental Agreement (hereinafter referred to as “AGREEMENT”) is entered into this day of , 2018, between the County of DuPage (hereinafter referred to as the “COUNTY”), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the County of Cook (hereinafter referred to as “COOK”), a body corporate and politic, with offices at 69 W. Washington Street, Chicago, Illinois. The COUNTY and COOK are hereinafter sometimes individually referred to as a “PARTY” or together as the “PARTIES.”

WITNESSETH

WHEREAS, the Illinois State Toll Highway Authority (hereinafter called the “TOLLWAY”) in order to facilitate the free flow of traffic and ensure safety to the motoring public, plans to widen the Elgin O’Hare Expressway, and extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O’Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access corridor connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as the Elgin O’Hare Western Access “EOWA”), and included in multiple TOLLWAY’s construction contract(s) portions of which lie within DU PAGE and COOK. The TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities; and

WHEREAS, DU PAGE has agreed, through a Memorandum of Understanding with the TOLLWAY dated December 9, 2014, to assume a lead role in developing and refining corridor and location specific aesthetic, architectural and/or enhancement features and improvements and to work closely with the TOLLWAY, partner agencies and corridor communities on design and implementation; and
WHEREAS, DU PAGE has secured Illinois Transportation Enhancement Program funding for corridor enhancements along the EOWA; and

WHEREAS, the PARTIES have previously entered into an intergovernmental agreement (County Resolution DT-R-0123-16) to share professional Phase I engineering costs; and

WHEREAS, DU PAGE has subsequently entered into an engineering agreement for professional Phase II design engineering services for corridor enhancements along the EOWA in the amount of $105,064.00 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PARTIES desire to enter into an agreement to share in the Phase II design engineering costs of the PROJECT and to pursue funding of future Phases and share in future costs for the PROJECT as hereinafter set forth; and

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

WHEREAS, a cooperative AGREEMENT is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. INCORPORATION

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

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

A. DU PAGE is the lead agency for Phase II design engineering for the PROJECT as hereinabove referenced. The PARTIES agree to each pay 50% of the final cost of Phase II design engineering for the PROJECT and each PARTY’s share is approximately $52,532.00.

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

C. DU PAGE agrees to coordinate closely with COOK during Phase II design engineering and share information as Phase II design engineering progresses.

D. DU PAGE shall submit Phase II design engineering reports, analysis, plans, studies, etc. to COOK for review.

E. COOK shall review the Phase II design engineering submittals in a timely manner.

III. FINANCIAL-PHASE II DESIGN ENGINEERING

A. COOK agrees to reimburse DU PAGE 50% of its share of the Phase II design engineering cost in the amount of Twenty Six Thousand Two Hundred Sixty Six Dollars ($26,266.00), upon execution of this AGREEMENT.

B. COOK agrees to reimburse DU PAGE the balance of its share of the final cost of Phase II design engineering, including approved supplements, upon completion of Phase II design engineering.

C. COOK agrees to reimburse DU PAGE within ninety (90) days of properly documented invoice(s) for Phase II design engineering costs of the PROJECT.

D. DU PAGE shall reference all correspondence, plans, invoices and other documents for the Phase II design
engineering with COOK's identifier Section: 18-6EOWA-00-EG.

IV. FUTURE PHASES OF THE PROJECT

A. The PARTIES agree that they will work cooperatively and pursue funding of future phases and share in future costs, as appropriate, for the PROJECT by future agreement and/or amendment(s) to this AGREEMENT.

B. In order to avoid PROJECT delays, the PARTIES hereby agree to review information for the PROJECT in a timely manner.

V. MAINTENANCE - RESPONSIBILITIES

A. It is understood by the PARTIES that future maintenance responsibilities of elements of the PROJECT shall be detailed in future Intergovernmental Agreements.

VI. GENERAL PROVISIONS

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

VII. LIABILITY

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

VIII. ENTIRE AGREEMENT

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

IX. NOTICES

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

COOK COUNTY:
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602-1369
ATTN: John Yonan, P.E., Superintendent
Phone: 312.603.1601
Facsimile: 312.603.9945

DU PAGE COUNTY:
County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
X. AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

XI. NON-ASSIGNMENT

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

XII. AUTHORITY TO EXECUTE/RELATIONSHIP

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

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

XIII. GOVERNING LAW

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

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

XIV. SEVERABILITY

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

XV. FORCE MAJEURE

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

IN WITNESS WHEREOF, the County of Cook and the County of DuPage, have caused this AGREEMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY OF COOK, ILLINOIS

Signature on File

________________________
President
Cook County Board of Commissioners

This 14th day of MARCH A.D. 2018.

Signature on File

ATTEST: ___________________________
County Clerk
(SEAL)

RECOMMENDED BY:  
Signature on File

John Yona,
Superintendent
Department of Transportation and Highways

APPROVED AS TO FORM:
Signature on File

Kimberly M. Foxx, State's Attorney

Packet Pg. 210
EXECUTED BY COUNTY OF DUPAGE

By:
Daniel J. Cronin, Chairman
DuPage County Board

This ____ day of ________________ A.D. 2018.

ATTEST:

Paul Hinds
County Clerk
I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on March 14, 2018, passed the following Resolution:

18-R-
RESOLUTION
Sponsored by
THE HONORABLE TONI PRECKWINKLE
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, that the President of the Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, is hereby authorized and directed by the Members of said Board, to execute by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement between the County of Cook and the County of DuPage, attached, wherein the County of DuPage will direct Phase II design engineering services for corridor enhancements along Elgin O'Hare Western Access (EOWA); that the County of Cook will reimburse the County of DuPage for its share of costs for the Phase II design engineering services (estimated total County of Cook share $52,532.00) under County Section: 18-6EOWA-00-EG; and, the Department of Transportation and Highways is authorized and directed to return two (2) copies of this Resolution with Agreement to the County of DuPage for further processing.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 14th day of March A.D. 2018.

Signature on File

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR 14 2018

County Clerk
Resolution
DT-R-0139-18

GRANT AGREEMENT
FOR THE ILLINOIS CLEAN DIESEL GRANT PROGRAM/
CMAQ/CHICAGO AREA GREEN FLEETS GRANTS
BETWEEN THE COUNTY OF DU PAGE AND
STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
FOR TRUCK CONVERSIONS TO OPERATE ON COMPRESSED NATURAL GAS
(COUNTY’S REIMBURSEMENT: 50%, $21,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as “COUNTY”) has been approved for a grant by the State of Illinois Environmental Protection Agency (hereinafter referred to as “IEPA”) to convert three (3) Ford F-250 trucks to operate on compressed natural gas; and

WHEREAS, as a part of the Grant Agreement, the IEPA will reimburse the COUNTY for 50% of the conversion cost ($21,000.00) for said conversions; and

WHEREAS, the IEPA has prepared a Grant Agreement and Compliance documents that are attached hereto and incorporated herein by reference outlining the responsibilities of the COUNTY and the IEPA; and

WHEREAS, the Grant Agreement and Compliance documents must be executed before the COUNTY and the IEPA can carry out the terms of the Grant Agreement; and

WHEREAS, the IEPA has informed the COUNTY that it is in the process of reviewing some of its forms, including the Grant Agreement and said modifications will not materially affect the terms in these forms.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk, the Chairman of the said Board and the Chief Financial Officer be hereby directed and authorized to execute the above referenced Grant Agreement and Compliance documents; and

BE IT FURTHER RESOLVED, due to the time constraints with this grant and to protect the COUNTY from losing this grant funding, that should the IEPA change its forms, including the Grant Agreement, that the County Board of DuPage County hereby grants authority to the Clerk, the Chairman of said Board and the Chief Financial Officer to execute the Revised IEPA Grant Agreement, Compliance documents and any and all documents related to the Grant Agreement as long as the documents do not materially modify the terms of the Grant Agreement; and

BE IT FURTHER RESOLVED that two (2) duplicate originals of this Resolution, Grant Agreement and Compliance documents be sent to the IEPA, by and through the Division of Transportation.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

DT-R-0139-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
# GRANT AGREEMENT

**State of Illinois Grant, Pursuant to the appropriation of state funds, Illinois Environmental Protection Agency, Bureau of Air, P.O. Box 19276, Springfield, Illinois 62794-9278.**

**GRANT NUMBER**

CMAQGF42

## PART I  GENERAL INFORMATION

### 1. GRANT ADMINISTRATION DATA

**A. GRANT TYPE** Illinois Clean Diesel Grant Program/CMAQ/Chicago Area Green Fleet Grants – 2014BOBS822

## PART II  PROJECT DESCRIPTION/SCOPE OF WORK

DuPage County shall convert three trucks to operate on natural gas as described and listed in the enclosed application. The State shall provide reimbursement of fifty (50) percent of the cost to convert this truck to propane, up to a maximum of $21,000. For the purposes of this Grant Agreement, the grant period shall commence on the date this Grant Agreement is signed by the Illinois EPA and shall expire on November 30, 2018.

Grantee agrees to not issue a press release or make any public announcements about this project without the coordination and consent of the Illinois EPA.

This Grant Agreement includes the following attachments, all of which are incorporated into and made part of this Grant Agreement:

- Grant Application;
- Illinois Clean Diesel Grant Program Conditions (6-24-15);
- Terms and Conditions for Congestion Mitigation and Air Quality Improvement Program (CMAQ) Chicago Area Green Fleet Grant Agreements – 2014BOBS822 (6-24-15);
- Illinois EPA CMAQ Certifications (6-24-15);
- Illinois EPA CMAQ Procurement Certification (6-13-14);
- Single Audit Certification (11-24-15);
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters;
- Certification Regarding Lobbying (11-21-13) and Disclosure of Lobbying Activities (7/97);
- Executive Compensation Required Reporting;
- Taxpayer Identification Number; and
- Illinois Department of Transportation and Illinois Environmental Protection Agency Intergovernmental Agreement (OD-IEPA UPP Chicago Green Fleet 2014BOBS822), including any amendments thereto.

## PART III  OFFER AND ACCEPTANCE

**ON BEHALF OF THE GRANTEE**

I, the undersigned, being duly authorized to take such action, certify under oath that all information in this Grant Agreement is true and correct to the best of my knowledge, information, and belief; that the Grant Funds awarded will be used solely for the purposes described in the Grant Agreement; and that the award of Grant Funds is conditioned upon this certification. Further, I, the undersigned, being duly authorized to take such action, hereby accept this offer and agree to all terms and conditions attached hereto which are incorporated herein by reference and any terms specified in the Letter of Transmittal.

<table>
<thead>
<tr>
<th>SIGNATURE OF REPRESENTATIVE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel J. Cronin, Chairman, DuPage County Board</td>
<td></td>
</tr>
</tbody>
</table>

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Type or Print)

---

II 532-0028
WPC 172 (Rev. 11/21/13)
FOR THE STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The Director (herein called the "Director") of the Illinois Environmental Protection Agency, in accordance with the authority given in the appropriation by the General Assembly made pursuant thereto, hereby offers to make a State of Illinois Grant to the Grantee, up to and not exceeding the above specified amount, for the support of the efforts contained in the Project Description above.

Alec Messina, DIRECTOR

By Courtney Bott, CHIEF FINANCIAL OFFICER

ADDRESS

Illinois EPA
P.O Box 19276
Springfield, IL 62794-9276
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
Chicago Area Green Fleet Grants

Chicago Area Green Fleet Grant funding is only for government and business fleets in the Chicago area. This form is to be used for grant applications requesting funding for the PURCHASE of new Natural Gas or Propane Vehicles, for the CONVERSION of conventional on-road vehicles to Natural Gas or Propane, or for the PURCHASE of new Off-Road Mobile Equipment that would normally run on diesel fuel but will operate on Natural Gas, Propane, or Electricity. For instructions and information, see “Chicago Area Green Fleet Grants” at www.illinoisgreenfleets.org.

Applicant Information

<table>
<thead>
<tr>
<th>Name of Government Entity, School/University, or Business</th>
<th>DuPage County Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Jeffrey M. Pieroni</td>
</tr>
<tr>
<td>Title</td>
<td>Manager of Highway Operations</td>
</tr>
<tr>
<td>Address</td>
<td>140 N. County Farm Rd</td>
</tr>
<tr>
<td>(Street)</td>
<td>wheaton IL 60187</td>
</tr>
<tr>
<td>(City)</td>
<td></td>
</tr>
<tr>
<td>(State)</td>
<td></td>
</tr>
<tr>
<td>(Zip)</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>630-407-6924</td>
</tr>
<tr>
<td>(Area code)</td>
<td></td>
</tr>
<tr>
<td>Contact Email Address</td>
<td><a href="mailto:jeff.pieroni@dupageco.org">jeff.pieroni@dupageco.org</a></td>
</tr>
<tr>
<td>Federal Employer Identification Number (FEIN)</td>
<td>#36-5006-551</td>
</tr>
</tbody>
</table>

Number of Alternate Fuel Vehicles, Conversions, or Off-Road Equipment Units for this Funding Request

In the spaces below, insert the total number of vehicles or equipment units for each eligible type of alternate fuel that you would like to purchase (on-road vehicles or off-road equipment) or have converted (on-road vehicles only). Also record the number of on-road vehicles for each Gross Vehicle Weight Rating (GVWR) category.

<table>
<thead>
<tr>
<th>Compressed Natural Gas (CNG)</th>
<th>Number of vehicles up to 14,000 GVWR</th>
<th>(on-road vehicles only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquefied Natural Gas (LNG)</td>
<td>Number of vehicles &gt; 14,000 GVWR</td>
<td>(on-road vehicles only)</td>
</tr>
<tr>
<td>Liquefied Petroleum Gas (LPG)</td>
<td>or Propane</td>
<td></td>
</tr>
<tr>
<td>Electricity (off-road mobile equipment only)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For on-road vehicles only, indicate how your vehicles will be refueled. Check both if using public and private stations.

Vehicles will be primarily fueled at a: _____ public/retail fueling station   X  private/fleet fueling station

Conversion Information (complete this section only if you are proposing to convert existing vehicles)
in your fleet to CNG, LNG, or LPG

Name of Conversion System Manufacturer:  Altachel-ECC Bi-fuel CNG Kit

Name of Company performing the Conversion:  Contingent upon bid process

Address:  in accordance w/DuPage County Procurement Policy

Certifying Agent for the Emission Standards of the Conversion System (check one)

- [X] U.S. EPA
- California Air Resources Board (CARB)

### Project Cost Estimates and Grant Request

Estimated Total Additional Cost for Purchase of New CNG, LNG, or LPG Vehicles versus same conventional models:

$________________________ (for purchase of new alternate fuel vehicles only)

Estimated Total Cost for Converting Existing Fleet Vehicles to CNG, LNG, or LPG:

$42,000________________________ (for conversion of existing conventional vehicles to an alternate fuel only)

Estimated Total Additional Cost for Purchase of New CNG, LNG, LPG or Electric Off-Road Mobile Equipment versus same diesel model:

$________________________ (for purchase of new alternate fuel off-road equipment only)

Estimated Amount of Grant Requested: $21,000________________________

(see Summary and Applicant Information on how grant amounts will be calculated)

### Authorization

NOTE: THIS CERTIFICATION MUST BE SIGNED BY A RESPONSIBLE OFFICIAL/APPLICANT. APPLICATIONS WITHOUT A SIGNED CERTIFICATION WILL BE DEEMED AS INCOMPLETE. I CERTIFY UNDER PENALTY OF LAW THAT, BASED ON INFORMATION AND BELIEF FORMED AFTER REASONABLE INQUIRY, THE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE, ACCURATE AND COMPLETE. ANY PERSON WHO KNOWINGLY MAKES A FALSE, FICTITIOUS, OR FRAUDULENT MATERIAL STATEMENT, ORALLY OR IN WRITING, TO THE ILLINOIS EPA COMMENTS A CLASS 4 FELONY. A SECOND OR SUBSEQUENT OFFENSE AFTER CONVICTION IS A CLASS 3 FELONY (410 ILCS 5/44(14))

**Signature on File**

**Date:** March 20, 2018

Mall this grant application form, vehicle information spreadsheet, and narrative with additional information as described in the "Summary and Applicant Information" to the address below. Additional information on this program can be found at www.IllinoisGreenFleets.org. If you have any questions that are not addressed on the website or need clarification, call the Illinois EPA at 217/557-1441.

Illinois Environmental Protection Agency
Chicago Area Green Fleet Grants #11
P.O. Box 19276
Springfield, Illinois 62794-9276

IL 532-2988
APC 669 6/2014
### Illinois Environmental Protection Agency
Chicago Area Green Fleet Grants Vehicle Information Spreadsheet

Please include this spreadsheet providing the requested information for the vehicles or equipment units as it is part of the overall application.

<table>
<thead>
<tr>
<th>Type of Vehicle or Off-Road Equipment</th>
<th>Vehicle Make or Equipment Manufacturer</th>
<th>Vehicle or Equipment Model</th>
<th>Model Year</th>
<th>VIN of Vehicle (Conversions only)</th>
<th>GVWR (Vehicles only)</th>
<th>Fuel Type for Vehicle (CNG, LNG, LPG) or Equipment (CNG, LNG, LPG, ELEC)</th>
<th>Estimated Annual Miles per Vehicle or Annual Usage Rate Hours per Equipment</th>
<th>Estimated number of days per year vehicle or equipment is or will be in use</th>
<th>Estimated Years of Service (for new alternate fuel vehicle or equipment) or Remaining Years of Service (vehicle conversion)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.O.T. Work Truck</td>
<td>Ford</td>
<td>F250</td>
<td>2017</td>
<td>1FT7X2888HED89425</td>
<td>10,000</td>
<td>CNG</td>
<td>15,000</td>
<td>300</td>
<td>10 years</td>
</tr>
<tr>
<td>D.O.T. Work Truck</td>
<td>Ford</td>
<td>F250</td>
<td>2017</td>
<td>1FT7X288XHED89426</td>
<td>10,000</td>
<td>CNG</td>
<td>15000</td>
<td>300</td>
<td>10 years</td>
</tr>
<tr>
<td>D.O.T. Work Truck</td>
<td>Ford</td>
<td>F250</td>
<td>2017</td>
<td>1FT7X2881HED89427</td>
<td>10,000</td>
<td>CNG</td>
<td>15000</td>
<td>300</td>
<td>10 years</td>
</tr>
</tbody>
</table>

**Notes**

"Type of Vehicle or Off-Road Equipment" - examples include police car, school bus, shuttle bus, delivery truck, public works truck, park district truck, bulldozer, backhoe, grader, etc.

CNG = Compressed Natural Gas    LNG = Liquefied Natural Gas    LPG = Liquefied Petroleum Gas or Propane    ELEC = Electric

Attachment: Grant Agreement (DT-R-0139-18 : Illinois Environmental Protection Agency)
Illinois Clean Diesel Grant Program Conditions  
CMAQ Chicago Area Green Fleet Grants – 2014B0BS822  
June 24, 2015

In addition to other terms and conditions contained in this Grant Agreement, Grantee agrees to the following terms and conditions:

a. The Grantee shall comply with the applicable requirements contained in Part 5 (Scope of Services/Responsibilities) of the Intergovernmental Agreement between the Illinois Department of Transportation and the Illinois Environmental Protection Agency (Illinois EPA) identified as 2014B0BS822, which is incorporated into this Grant Agreement. Prior to final reimbursement, the Grantee shall provide the Illinois EPA or its representative all information and documentation required by Part 5 of the above-referenced agreement. Further, Grantee agrees to comply with all other applicable requirements, and certifies compliance with applicable certifications, contained in the above-referenced agreement.

b. No change in the vehicle, equipment, or engine involved in the grant project can take place without prior approval of the Illinois EPA. The Grantee shall operate and keep the vehicle or equipment (as applicable) in the Chicago PM2.5 nonattainment area for a minimum of five years from the date of purchase or conversion, unless otherwise agreed to by the Illinois EPA. If a vehicle or piece of equipment (as applicable) involved in this grant project is no longer in operation in the Chicago PM2.5 nonattainment area prior to expiration of this five-year period, the Grantee shall immediately notify the Illinois EPA, and may be required to reimburse the Illinois EPA for the amount of grant funds provided for that vehicle, equipment or conversion in accordance with a straight-line month-to-month amortization over a five-year period.

c. For grant awards in excess of $25,000.00, Grantee shall provide the Illinois EPA or its representative quarterly reports during and immediately following the grant period. These quarterly reports shall contain the grant project-related information required by the Terms and Conditions incorporated into this Grant Agreement.

d. Grantee shall provide a Single Audit Certification for each fiscal year during which it was awarded or expended funds from the Illinois EPA. If applicable, single audit reports including all other required information must be submitted to the Illinois EPA within 30 days after completion of the single audit report or nine months after the end of Grantee’s fiscal year end date, whichever comes first.

e. Grant project costs may be incurred only after receiving the Project Confirmation Letter from the Illinois EPA and during the grant period. Unless otherwise agreed to by the Illinois EPA, Grantee must complete the grant project on or before the expiration date identified in this Grant Agreement.
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

TERMS AND CONDITIONS

1. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, POLICIES, AND GUIDANCE:** Grantee agrees to be subject to and comply with any and all applicable federal, State of Illinois (hereinafter “State”), and local laws, regulations, requirements, policies, guidance, executive orders, federal and State award conditions, and federal circulars relating to performance of this Grant Agreement (hereinafter “Agreement”) and the funds appropriated under this Agreement.

2. **SPECIFIC COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, AND GUIDANCE:** Specifically, but in no way limiting Section 1 herein, Grantee agrees to be subject to and comply with applicable provisions of the following:
   a. Illinois Grant Funds Recovery Act (30 ILCS 705);
   b. 35 Illinois Administrative Code Part 261, Procedures for Providing Grants from the Illinois Clean Diesel Grant Program;
   c. Illinois Department of Transportation and Illinois Environmental Protection Agency Intergovernmental Agreement (OD-IEPA UPP Chicago Green Fleet 2014BOBS822), and any amendments thereto;
   d. The Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 USC 149), applicable regulations and guidance;
   e. The Moving Ahead for Progress in the 21st Century Act (MAP-21) (Public Law 112-141) (July 6, 2012) and applicable guidance;
   f. Title 49, Chapter 53, United States Code and applicable regulations at Title 49, Code of Federal Regulations;
   g. Title 23, United States Code and applicable regulations at Title 23, Code of Federal Regulations;
   h. 49 CFR Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);
   i. 49 CFR Part 19 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) (also applicable to for-profit organizations);
   j. 2 CFR Parts 180 and 1200 (Suspension and Debarment) and applicable Executive Orders pertaining thereto;
   k. 49 CFR Part 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs);
   l. 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information). Grantee shall cooperate with Grantor in providing any and all information required relating to reporting subaward and executive compensation information;
   m. Office of Management and Budget (hereinafter “OMB”) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and applicable regulations;
   n. OMB Circular A-87 (Cost Principals for State, Local, and Indian Tribal Governments) and applicable regulations; OMB Circular A-21 (Cost Principals for Education Institutions) and applicable regulations; OMB Circular A-122 (Cost Principals for Non-profit Organizations) and applicable regulations; OMB Circular A-110 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and applicable regulations;
   o. OMB Circular A-102 (Common Rule) and applicable regulations;
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

p. Federal Transit Administration (hereinafter "FTA") Circular 4220.1F; and
q. FTA Master Agreement.

3. CONFLICT WITH LAWS, REGULATIONS, POLICIES, AND GUIDANCE: To the extent there is a
   conflict between any federal, State, or local laws, regulations, requirements, guidance, policies,
   executive orders, circulars, or award conditions, Grantee is subject to the more detailed and
   restrictive laws, regulations, requirements, guidance, policies, executive orders, circulars, or
   award conditions.

4. STANDARD ASSURANCE: Grantee recognizes that State and federal laws, regulations,
   requirements, guidance, policies, executive orders, circulars, award conditions, and
   administrative practices may be modified from time to time and those modifications may affect
   project implementation. Grantee agrees that the most recent of such laws, regulations,
   requirements, guidance, policies, executive orders, circulars, award conditions, and
   administrative practices will apply to this Agreement.

5. CLAIMS AGAINST THE STATE, SOVEREIGN IMMUNITY, AND BINDING ARBITRATION: This
   Agreement shall be governed by and construed according to Illinois law. Any claim against the State
   arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS
   505/1). The State does not waive sovereign immunity by entering into this Agreement. The
   official text of cited State statutes is incorporated by reference. [An unofficial version can be viewed at
   http://www.ilga.gov/legislation/)cs/llcs.asp]. The State shall not enter into binding arbitration to
   resolve any Agreement dispute.

6. PASS-THROUGH ENTITY OR SUBGRANTOR RESPONSIBILITIES: If the Grantee provides any
   portion of this funding to another entity through a grant agreement or contract, the Grantee is
   considered to be a pass-through entity or subgrantor. If this does occur, the Grantee must
   adhere to the following for any awards or contracts entered into using the grant funds listed in
   this Agreement:
   a. Inform any subrecipient(s), contractor(s) or subcontractor(s) of the proper federal
      award identifying information as provided in this Agreement as required by federal
      regulations contained in OMB Circular A-133;
   b. Advise any subrecipient(s), contractor(s) or subcontractor(s) of requirements imposed
      on them by federal, State, or local laws, regulations, requirements, guidance, policies,
      executive orders, federal or State award conditions, federal circulars, and the provisions
      of contracts or grant agreements which provided this funding;
   c. Advise subrecipient(s), contractor(s) or subcontractor(s) of any supplemental
      requirements imposed by the pass-through entity or subgrantor (your organization);
   d. Ensure that all subgrant or contractual awards of grant funds are made by written
      agreement or contract and are subject to and incorporate all the terms and conditions
      of this Agreement; and
   e. Ensure subrecipient(s), contractor(s) or subcontractor(s) is aware of all the terms and
      conditions of this Agreement and abides by them.

7. USE OF GRANT FUNDS: The funds allocated under this Agreement shall be used solely for
   performance of the grant project specified in the Project Description of this Agreement. All
   invoices for services performed and expenses incurred prior to July 1st of each year must be
   submitted to the State of Illinois Environmental Protection Agency (hereinafter "Illinois EPA" or
   "Grantor") no later than July 1st of that same year for reimbursement under this Agreement.
   Unless otherwise agreed to by the Grantor, after successful completion of the final inspection,
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

submission of any and all requested or required documentation to Grantor, and submission of invoices or a final invoice to Grantor, the funds allocated under this Agreement shall be reimbursed to Grantee for actual costs incurred which are necessary, reasonable and allocable under this Agreement and are limited to the amount of funds allocated under this Agreement. Grantee is responsible for ensuring that the projects funded and grant project work performed under this Agreement avoid unnecessary delays and are completed within the approved budget and the grant period set forth under this Agreement. Grantee agrees to obtain the prior approval of Grantor for any revision in the grant project or need to extend the period of availability of funds.

8. **PROGRAM INCOME:** If program income is generated during the course of the grant project work performed under this Agreement, the program income requirements of 49 CFR 18.25 or 49 CFR 19.24, as applicable, apply. Program income is defined as gross income received by the Grantee directly generated by a grant supported activity, or earned only as a result of this Agreement during the grant period. “During the grant period” is the time between the effective date of this Agreement and the ending date of this Agreement. An example of program income may be income derived from scrapping a vehicle and/or engine in a vehicle replacement or engine repower project. Grantee shall notify Grantor if program income is generated and cooperate with Grantor in providing any information and performing any action relating thereto as reasonably requested by Grantor.

9. **ILLINOIS GRANT FUNDS RECOVERY ACT:** Unless a shorter period is specified, any Grant funds not expended or legally obligated at the expiration or termination of the grant period must be returned to the Grantor within 45 days following said expiration or termination. (30 ILCS 705/5).

10. **AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS:** This Agreement is contingent upon and subject to the availability of sufficient funds. The Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Grantor or sufficient federal funds have not been made available to the Grantor by the federal funding source (as applicable), (ii) the Governor or the Grantor reserves appropriated funds, or (iii) the Governor or the Grantor determines that appropriated funds or federal funds (as applicable) may not be available for payment. The Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Grantee’s receipt of notice.

11. **DELAYS/DEVELOPMENTS:** Grantee shall notify Grantor of any problems, delays, or adverse conditions which may materially impair its ability to complete the grant project. This notice shall include a statement of the action taken, or contemplated to be taken, to resolve the situation. This in no way implies that any such action or delay is accepted by Grantor or relieves Grantee of its obligations under this Agreement. If Grantee fails to make sufficient progress under this Agreement, Grantor may terminate this Agreement in accordance with Section 50 (Termination) herein. Grantee shall notify Grantor of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

12. **TIME EXTENSION:** If a no cost time extension is necessary to extend the availability of funds, the Grantee must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to Grantor prior to expiration of the grant period. Approval of a no cost time extension is within the sole discretion of Grantor.
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

13. **REPORTING REQUIREMENTS:** For awards in excess of $25,000.00, Grantee agrees that not later than 10 calendar days after the end of each calendar quarter, or more frequently as directed by Grantor, the Grantee shall submit a report to the Grantor that contains:
   a. The total amount of funds received by Grantee during the quarterly reporting period;
   b. The amount of funds that were expended or obligated by Grantee during the quarterly reporting period;
   c. A detailed list of all projects or activities for which funds were expended or obligated, including:
      1. The name of the entity receiving the award;
      2. The name of the project or activity;
      3. The amount of the award;
      4. A description of the project or activity;
      5. The name of any contractors or subcontractors, as applicable;
      6. An evaluation of the completion status of the project or activity; and
      7. Any other information reasonably requested by the Grantor or required by Grantor or federal law, regulation, guidance, or award conditions.

The information required above requires the certification of an authorized officer of Grantee that the information contained in the report is accurate.

14. **SINGLE AUDIT ACT:** If applicable, Grantee agrees to comply in all respects with the Single Audit Act and inspections and investigations pertaining thereto.

15. **NONAGENT(S):** Grantee, its personnel, contractor(s) or subcontractor(s), shall not be construed to be an agent or employee of, or joint venturer with, Grantor or the State.

16. **ENVIRONMENTAL LAWS:** Grantee must comply with any and all applicable federal and State environmental laws, regulations, and orders. Further, Grantee agrees that it has not committed a willful or knowing violation of the federal or State Environmental Protection Act or regulations within the last five years, and is therefore not barred from being awarded a grant agreement. If the Grantor later determines that this is false, the Grantee acknowledges that the Grantor may declare this Agreement void.

17. **ENERGY CONSERVATION:** If applicable, Grantee shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 et seq.

18. **EQUIPMENT DISPOSITION/RECOUPMENT:** Equipment acquired under this Agreement is subject to the property disposition regulations at 49 CFR 18.32 or 49 CFR 19.34, as applicable.

19. **STATE INDEBTENESS:** Grantee and its affiliates shall not be delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Grantor may declare this Agreement void if this is false or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

20. **COMMUNICATION AND COOPERATION:** Grantee agrees to communicate and cooperate with the Grantor in the performance of its obligations under federal, State, and local laws, regulations, requirements, guidance, policies, executive orders, federal or State award conditions, and federal circulars relating to the funds appropriated under this Agreement, including, but not limited to, providing any and all information in the time specified by Grantor relating to eligibility, expenditures, recordkeeping and submission of required reports.
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

21. **AUDIT/RETENTION OF RECORDS**: Grantee, its contractors and subcontractors as applicable, shall maintain books, records, documents, reports, papers, agreements, contracts, subcontracts, and other evidentiary material and accounting procedures and practices (hereinafter “records”) in accordance with generally accepted accounting standards and any applicable law or regulation. Records shall include, but not be limited to, documentation of the receipt and disposition by Grantee of all grant funds received for the project, including both grant funds and any matching share or cost share, and documentation of the costs charged to the grant project, including all direct and indirect costs of whatever nature incurred for the performance of the project for which the grant has been provided. Grantee’s facilities, or any facilities engaged in the performance of the grant project, and the Grantee’s records, including any contractor or subcontractor’s records as applicable, shall be subject to inspection and audit by any entity with grant oversight authority and any representative of such entity, including, but not limited to, Grantor, the Auditor General or the Attorney General, during normal business hours. Grantee, its contractors and subcontractors as applicable, shall preserve and make its records available to any entity with grant oversight authority and any representative of such entity, including, but not limited to, Grantor, the Auditor General or the Attorney General, for a period of five years from the date of final payment under the grant or submission of final expenditure under the grant, whichever is later, or any longer period required by law or this Section. If the grant is completely or partially terminated, the records relating to the terminated grant project work shall be preserved and made available for the applicable time period specified by this Section after any resulting final termination settlement. If any dispute, litigation, claim, negotiation, audit, or other action involving the records has been started before expiration of the applicable time period specified by this Section, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable time period specified by this Section, whichever is later. Failure of the Grantee, or its contractors or subcontractors as applicable, to make records available as required by this Section after three business days written notice from Grantor may be cause for termination of this Agreement and refund to Grantor of any unexpended funds. The rights of access under this Section are not limited to the applicable time period specified in this Section, but shall last as long as the records are retained. Grantee, its contractors and subcontractors as applicable, shall comply with any investigations and interviews relating to the grant project and records relating thereto.

22. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to Grantee’s performance of this Agreement. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

23. **FORCE MAJEURE**: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

24. **LOBBYING AND LITIGATION**: Grantee shall ensure that no funds awarded under this Agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. Grantee shall comply with and abide by 49 CFR Part 20 (New Restrictions on Lobbying). Grantee must submit certification forms and disclosure forms as specified by 49 CFR Part 20. In accordance with the Byrd Anti-Lobbying Amendment, any grantee, contractor or subcontractor who makes a prohibited expenditure under 49 CFR
Terms and Conditions for Congestion Mitigation and Air Quality Improvement Program (CMAQ) Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014B0BS822
Illinois EPA June 24, 2015

25. **SUSPENSION AND DEBARMENT:** In addition to Section 2(j) herein, Grantee acknowledges that failing to disclose the information as required by 2 CFR Part 180 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

26. **BUY AMERICA:** Grantee understands and agrees that only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of the U.S. Department of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of the U.S. Department of Transportation.

27. **MANDATED MEASURES:** Grantee agrees that no funds awarded under this Agreement may be used to fund the costs of emission reductions that are mandated or required under federal law or regulation.

28. **TRAFFICKING VICTIM PROTECTION ACT OF 2000:** If you are a private entity, you as the Grantee, your employees, your contractor(s), including contractor employees, or any subcontractor(s), including subcontractor employees, may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of the grant project work under this Agreement. Grantee must inform Grantor immediately of any information received from any source alleging a violation of this Section. Grantor may terminate this Agreement, without penalty, if Grantor determines that this Section has been violated or if the Illinois Department of Transportation or FHWA/FTA terminates Grantor’s Intergovernmental Agreement for such violation.

29. **FALSE CLAIMS:** Grantee shall promptly refer to Grantor and FHWA/FTA’s Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement or any agreements or contracts entered into by Grantee flowing from this Agreement. Further, Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Agreement, the penalties provided by 18 USC 1001, 31 USC 3729, and 49 CFR Part 31 may be imposed.

30. **CIVIL RIGHTS LAWS:** Grantee shall comply with Title VI of the Civil Rights Act of 1964, 42 USC 2000d, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. In addition, Grantee shall comply with any other applicable civil rights laws including, but not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing). Further, Grantee shall comply with 49 USC 5332, 49 CFR Parts 21, 27,
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015
37 and 38, FTA Circular 4702.1B, and any other applicable nondiscrimination and civil rights laws, regulations, guidance, circulars, and directives.
31. **STATE WAGE RATE REQUIREMENTS:** Grantee shall comply with the Prevailing Wage Act (820 ILCS 130) and the Equal Pay Act (820 ILCS 112), as applicable, in performance of the grant project work specified in this Agreement.
32. **FRAUD; WASTE; ABUSE:** Grantee shall refrain from engaging in fraud, waste, neglect or abuse in the performance of the grant project and use of funds appropriated under this Agreement.
33. **ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:** Grantee shall complete and keep on file, as appropriate, Employment Eligibility Verification Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.
34. **COMPETITIVE PROCESS AND PROCUREMENT:** Grantee shall provide for open and free competition, and shall use procurement procedures that reflect applicable local and State laws and regulations and conform to applicable federal laws, executive orders, regulations, requirements and FTA directives and circulars, in obtaining agreements or contracts for work performed relating to this Agreement. For purchases of products or services that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00), Grantee shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. For procurement of products or services at or above the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00), Grantee must use the invitation for bid process or the Request for Proposal process. The Grantee may only procure products or services from one source if: (1) the products or services are available only from a single source; (2) the Grantor authorizes such a procedure; or (3) after solicitation from a number of sources, competition is determined inadequate. Grantee shall comply with the procurement provisions of 49 CFR Part 18, 49 CFR Part 19, FTA Circular 4220.1F, and FTA Master Agreement, as amended and revised, as applicable. Further, Grantee shall comply with any other applicable federal laws, regulations, requirements, executive orders, FTA circulars, and FTA directives, as amended and revised, pertaining to procurement.
35. **OPEN ACCESS TO WORK:** Any entity with grant oversight authority, and any representative of such entity, shall have access, during normal business hours and at any other time during which grant project work is being performed, to the premises where any grant project work is being performed. After completion of the grant project, any entity with grant oversight authority, and any representative of such entity, shall have access to the resulting grant project work for five years, during normal business hours. During any such access, interviews of persons may be conducted. Failure by the Grantee or any of its contractors or subcontractors, as applicable, to provide access after 3 business days written notice from Grantor, may be cause for termination of this Agreement in accordance with Section 50 (Termination) and refund to Grantor of any unexpended grant funds.
36. **LOAN DEFAULT:** Grantee shall not be in default on an educational loan (5 ILCS 385/3).
37. **ANTI-BRIBERY:** Grantee agrees that it has not been convicted of bribing or attempting to bribe an officer or employee of the State, any other state, or the federal government, nor has Grantee made an admission of guilt of such conduct that is a matter of record.
38. **WAGE/ANTI-KICKBACK/WORK HOURS:** To the extent applicable, Grantee shall comply with the Davis Bacon Act (40 USC 3141, 3142, 3143, 3144, 3146, 3147, 3148) and 29 CFR Part 5, the
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

39. **CONVICTIONS:** If Grantee has been convicted of a felony, at least five years must have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business.

40. **SARBANES-OXLEY:** If Grantee, or any officer, director, partner or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years must have passed since the date of the conviction. Grantee agrees that it is not barred from being awarded a contract or agreement and acknowledges that Grantor shall declare this Agreement void if this is false.

41. **DRUG FREE WORKPLACE:** Grantee must comply with the federal Drug Free Workplace Act, 41 USC 702, as amended, and 49 CFR Part 32. Grantee must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32.200 – 32.230. Additionally, in accordance with these regulations, Grantee must identify all known workplaces under this Agreement, and keep this information on file during the performance of this Agreement. Individual Grantees must comply with the drug-free provisions set forth in 49 CFR 32.300.

42. **INTERNATIONAL BOYCOTT:** Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to agreements that exceed $10,000 (30 ILCS 582).

43. **HUMAN RIGHTS ACT:** Grantee shall comply with all applicable provisions of the Illinois Department of Human Rights Act and rules applicable to public contracts and agreements, including equal employment opportunity, refrain from unlawful discrimination, and have written sexual harassment policies (775 ILCS 5/2-105). Further, if applicable, Grantee shall comply with federal Executive Order 11246 “Equal Employment Opportunity,” as amended by federal Executive Order 11375, and 41 CFR Part 60.

44. **DISCRIMINATORY CLUB:** Grantee shall not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).

45. **FORCED LABOR:** Grantee must comply with the State Prohibition of Goods from Forced Labor Act, and no foreign-made equipment, materials, or supplies relating to the performance of the grant project work under this Agreement has been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

46. **CHILD LABOR:** No foreign-made equipment, materials, or supplies furnished in performance of the grant project work under this Agreement may be produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).

47. **LEAD POISONING:** Grantee must not commit a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45). Such violation shall prohibit Grantee from doing business with the Grantor until the violation is mitigated.

48. **DISCLOSURE OF INTERESTS:** Grantee shall disclose if required and agrees it is under a continuing obligation to disclose to the Grantor, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing this Agreement. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40) or
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

those which may conflict in any manner with the Grantee’s obligation under this Agreement. Grantee shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or this Agreement, Grantee shall disclose that information to the Grantor if required, on forms provided by the Grantor, and any waiver of the conflict must be issued in accordance with applicable law and rule. A waiver is required if:

a. The person intending to enter into agreement with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor’s salary does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).

b. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in [a] above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor.

c. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in (b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

49. CONFIDENTIAL INFORMATION: Each Party, including its agents, contractors and subcontractors, to this Agreement may have or gain access to confidential documents, data, records, or other information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. The receiving Party shall presume all information received or to which it gains access pursuant to this Agreement is confidential unless otherwise designated by the disclosing Party. No confidential documents, data, records, or other information collected, maintained, or used in the course of performance of this Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the grant period or thereafter. The receiving Party must return any and all documents, data, records, or other information collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, promptly at the end of the grant period, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction.

50. TERMINATION; SUSPENSION: 

a. TERMINATION. This Agreement may be terminated as follows:

1. TERMINATION FOR CAUSE: The Grantor may terminate this Agreement, in whole or in part, immediately upon notice to the Grantee if it is determined that the actions, or failure to act, of the Grantee, its agents, employees, contractors or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Grantee fails to perform to the Grantor’s satisfaction any requirement of this Agreement or is in breach or violation of this Agreement, the Grantor shall provide written notice to the Grantee requesting that the breach or noncompliance be remedied within the period of time specified in the Grantor’s written notice. If the breach or noncompliance is not remedied by
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822

Illinois EPA June 24, 2015

that date the Grantor may either: (a) immediately terminate this Agreement; or (b) enforce the terms and conditions of this Agreement, and in either event seek any available legal or equitable remedies and damages. In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

2. **TERMINATION FOR CONVENIENCE:** Following thirty (30) days written notice, the Grantor may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee. Following any such termination for convenience, the Grantee shall be entitled to compensation for allowable costs upon submission of invoices and written proof of claim for the grant project work performed under this Agreement up to and including the date of termination which shall be the date stated in the written termination notice provided to Grantee. Within thirty (30) days after grant termination, Grantee shall provide invoices and written proof of claim for grant project work performed. Any refunds due the Grantor shall be submitted in accordance with the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705).

3. **FAILURE TO COOPERATE WITH GRANTOR:** Failure to cooperate with Grantor in its obligations under federal, State, and local laws, regulations, requirements, guidance, policies, executive orders, award conditions, or federal circulars shall be grounds for termination upon written notice to Grantee. Upon submission of invoices and proof of claim for grant project work performed, Grantee shall be paid for allowable costs incurred in the performance of authorized grant project work under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Within thirty (30) days after grant termination, Grantee shall provide invoices and written proof of claim for grant project work performed. Any refunds due the Grantor shall be submitted in accordance with the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705).

4. **AVAILABILITY OF APPROPRIATIONS/SUFFICIENCY OF FUNDS:** Grantor may terminate or suspend this Agreement pursuant to Section 10 (Availability of Appropriations/Sufficiency of Funds) of this Agreement.

b. **SUSPENSION.** If the Grantee fails to comply with this Agreement and/or any of the terms and conditions of this Agreement, including certifications, the Grantor may, upon written notice and order to the Grantee, suspend this Agreement for a period of not more than thirty (30) days after the date of the order and for any further period to which the Parties may agree, withhold further payments and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Grantor may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Grantor agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

51. **DEFAULT AND REMEDIES:** The occurrence of any of the following events, during the grant period, shall constitute a default:
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

a. Grantee shall fail to observe or perform any term or condition or agreement contained
   in this Agreement, including any exhibits, attachments or certifications hereto.  

b. Any representation, warranty, certification or agreement made by the Grantee in this
   Agreement, including terms and conditions, any exhibits, attachments or certifications
   hereto, or in any certificate, report, financial statement or other document delivered
   pursuant to this Agreement, shall prove to have been incorrect when made in any
   material respect.  

c. Grantee shall commence a voluntary case or other proceeding seeking liquidation,
   reorganization or other relief with respect to itself or its debts under any bankruptcy,
   insolvency or other similar law now or hereafter in effect or seeking the appointment of
   a trustee, receiver, liquidator, custodian or other similar official of it or any substantial
   part of its property, or shall consent to any such relief or to the appointment of or taking
   possession by any such official in an involuntary case or other proceeding commenced
   against it, or shall make a general assignment for the benefit of creditors, or shall fail
   generally to pay its debts as they become due, or shall take any corporate action to
   authorize any of the foregoing.  

d. An involuntary case or other proceeding shall be commenced against the Grantee
   seeking liquidation, reorganization or other relief with respect to it or its debts under
   any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the
   appointment of a trustee, receiver, liquidator, custodian or other similar official of it or
   any substantial part of its property, and such involuntary case or other proceedings shall
   remain undismissed and unstayed for a period of sixty (60) days; or an order for relief
   shall be entered against the Grantee under the federal bankruptcy laws as now or
   hereby after in effect.  

e. Grantee defaults on a loan from a third party.  Grantee shall provide the Grantor with
   immediate notice upon making a determination that it will default on a loan.

Grantee shall have thirty (30) days, or other amount of time specified by Grantor, from the date
Grantor notifies it of the occurrence of a default to cure the default to Grantor's satisfaction.
Grantee's failure to cure, or to initiate a cure, which is satisfactory to the Grantor, shall be a
sufficient basis for the Grantor to terminate this Agreement and to direct Grantor to refund all
funds disbursed to it by the Grantor within thirty (30) days of receipt of the notice of
termination.

52. FINES AND PENALTIES: Grantee is advised that providing false, fictitious or misleading
   information with respect to the receipt and disbursement of funds under this Agreement may
   result in criminal, civil or administrative fines and/or penalties.

53. INDEMNIFICATION AND LIABILITY: The Grantee agrees to defend, indemnify and hold harmless
   the State, its agencies, officers, employees, agents and volunteers from any and all costs,
   demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-
   house and contracted attorneys' fees and expenses, caused by, arising out of or occurring in
   connection with (a) any breach or violation of this Agreement or agreements, contracts or
   subcontracts arising out of this Agreement, (b) any actual or alleged death or injury to any
   person, damage to any property or any other damage or loss by whomsoever suffered, claimed
   to result in whole or in part from Grantee's negligent performance under this Agreement or
   agreements, contracts or subcontracts arising out of this Agreement, (c) any act, activity or
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015

omission of Grantee or any of its employees, representatives, contractors, subcontractors or
agents.

54. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement may not be assigned, transferred,
contracted or subcontracted in whole or in part by the Grantee without the prior written
consent of the Grantor. Grantee shall describe, as a supplemental provision to this Agreement,
the names and addresses of all authorized contractors or subcontractors utilized by Grantee in
the performance of this Agreement, together with a description of the grant project work to be
performed by the contractor or subcontractor and the anticipated amount of money that each
contractor or subcontractor is expected to receive pursuant to this Agreement. For purposes
of this Section, contractors or subcontractors are those specifically hired to perform all or part of
the grant project work or to provide the supplies covered by this Agreement.

55. **COMPLIANCE WITH TAX REQUIREMENTS:** The Grantee shall be in compliance with applicable
tax requirements and shall be current in payment of such taxes. Further, Grantee shall complete
and submit to Grantor any tax forms requested by Grantor.

56. **AUTHORIZATION:** Each Party to this Agreement represents and warrants to the other that: (a)
it has the right, power and authority to enter into and perform its obligations under this
Agreement and (b) it has taken all requisite action (corporate, statutory or otherwise) to
approve execution, delivery and performance of this Agreement, and (c) this Agreement
constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
Further, Grantee represents and warrants that it has the institutional, managerial, and financial
capability (including funds sufficient to pay any non-federal share of project costs) to ensure
proper planning, management, and completion of the grant project specified in this Agreement.

57. **NOTICES:** Notices and other communications provided for herein shall be given in writing by
registered or certified mail, return receipt requested, by receipted hand delivery, by courier
(UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date
and time of successful receipt. Notices shall be sent to the individuals who signed this
Agreement using the contact information following the signatures. Each such notice shall be
deemed to have been provided at the time it is actually received. By giving notice, either Party
may change the contact information.

58. **GRANTOR RESERVATION OF RIGHTS:** Grantor hereby reserves any and all rights it may have
in law or equity against Grantee for any breach or violation of this Agreement and, in addition
thereto, for fraud, waste, abuse, malfeasance and mismanagement of funds.

59. **ENTIRE AGREEMENT:** This Agreement, consisting of the signature page, all sections, all terms
and conditions and any exhibits, attachments and certifications included, constitutes the entire
Agreement between the Parties concerning the subject matter of this Agreement, and supersedes
all prior proposals, agreements and understandings between the Parties concerning the subject
matter of this Agreement. Unless otherwise specified herein, amendments, minor Project Scope of
Work changes, modifications and waivers must be in writing and signed by authorized
representatives of the Parties. This Agreement can be signed in multiple counterparts. Any
provision of this Agreement officially declared void, unenforceable, or against public policy, shall be
ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the
Parties' intent. All provisions that by their nature would be expected to survive, shall survive
termination. In the event of a conflict between the Grantor's and the Grantee's terms,
Terms and Conditions for
Congestion Mitigation and Air Quality Improvement Program (CMAQ)
Illinois Clean Diesel Grant Program
Chicago Area Green Fleet Grant Agreements – 2014BOBS822
Illinois EPA June 24, 2015
conditions, exhibits and attachments, the Grantor’s terms, conditions, exhibits and attachments
shall prevail.
Grantee hereby certifies the following:

(a) If Grantee has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business.

(b) Grantee will comply with all federal and state environmental laws and regulations. Grantee certifies that it has not committed a willful or knowing violation of the federal or State of Illinois Environmental Protection Act or regulations within the last five years, and is therefore not barred from being awarded a grant agreement. If the Illinois Environmental Protection Agency (hereinafter “Grantor”) later determines that this certification was false, the Grantee acknowledges that the Grantor may declare the Grant Agreement void.

(c) Grantee, its contractors and subcontractors, will comply with 49 CFR 20 (New Restrictions on Lobbying) and 49 CFR 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs).

(d) Grantee, its contractors and subcontractors, are in compliance with Suspension and Debarment regulations, 2 CFR Parts 180 and 1200.

(e) Grantee will provide for open and free competition, and will use procurement procedures that reflect applicable local and State of Illinois laws and regulations and conform to applicable federal law, executive orders, regulations, requirements and FTA directives and circulars. For purchases of products or services that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00), Grantee will obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services that are above the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00) will require Grantee to use the Invitation for Bid process or the Request for Proposal process. The Grantee may only procure products or services from one source if: (1) the products or services are available only from a single source; (2) the Grantor authorizes such a procedure; or (3) after solicitation from a number of sources, competition is determined inadequate. Grantee will comply with the procurement provisions of 49 CFR 18, 49 CFR 19, FTA Circular 4220.1F, and FTA Master Agreement, as amended and revised.

Further, Grantee will comply with any other applicable federal laws, regulations, requirements, executive orders, FTA circulars, and FTA directives, as amended and revised, pertaining to procurement.

(f) Grantee is not in default on an education loan (5 ILCS 385/3).
(g) Grantee has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, any other state, or the federal government, nor has Grantee made an admission of guilt of such conduct that is a matter of record.

(h) If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a contract or agreement and acknowledges that Grantor shall declare the Grant Agreement void if this certification is false.

(i) Grantee and its affiliates are not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Grantor may declare the Grant Agreement void if this certification is false or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

(j) Grantee will make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32.200 – 32.230. Grantee will identify all known workplaces under the Grant Agreement, and keep this information on file during the performance of the Grant Agreement. Individual Grantees will comply with the drug-free provisions set forth in 49 CFR 32.300.

(k) Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to grant agreements that exceed $10,000 (30 ILCS 582).

(l) Grantee complies with all applicable provisions of the Illinois Department of Human Rights Act and rules applicable to public contracts and agreements, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

(m) Grantee does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

(n) Grantee complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies relating to the performance of the work under the Grant Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
(o) Grantee certifies that no foreign-made equipment, materials, or supplies furnished in performance of the work under the Grant Agreement have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).

(p) Grantee certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45). Such violation shall prohibit Grantee from doing business with the Grantor until the violation is mitigated.

(q) Grantee has disclosed if required and agrees it is under a continuing obligation to disclose to the Grantor, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing the Grant Agreement. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40) or those which may conflict in any manner with the Grantee’s obligation under the Grant Agreement. Grantee shall not employ any person with a conflict to perform under the Grant Agreement. If any elected or appointed State of Illinois officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or the Grant Agreement, Grantee shall disclose that information to the Grantor if required, on forms provided by the Grantor, and any waiver of the conflict must be issued in accordance with applicable law and rule. A waiver is required if:

1. The person intending to enter into agreement with the State of Illinois, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State of Illinois government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor’s salary does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).

2. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in (1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor.

3. The agreement or contract is with a firm, partnership, association or corporation in which a person referenced in (2) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

(r) Grantee, its employees, contractors, and subcontractors will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Grantee, its employees, contractors, and subcontractors will comply with other civil rights laws, including, but not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services
provided by State and local governments, businesses, and non-profit agencies), and the
Fair Housing Act (prohibiting race, color, national origin, age, family status, and
disability discrimination in housing), as well as any other applicable civil rights laws.

(s) If Grantee is a private entity, Grantee, its employees, contractors, contractor employees,
subcontractors, and subcontractor employees will not engage in severe forms of
trafficking in persons during the period of time that the Grant Agreement is in effect;
procure a commercial sex act during the period of time that the Grant Agreement is in
effect; or use forced labor in the performance of the work under the Grant Agreement.
Grantee will inform Grantor immediately of any information received from any source
alleging a violation of this certification. Grantor may terminate the Grant Agreement,
without penalty, if Grantor determines that this certification has been violated.

(t) Grantee certifies that employees of a non-federal employer receiving grant funds under
the Grant Agreement will not be discharged, demoted, or otherwise discriminated against
as a reprisal for disclosing, including a disclosure made in the ordinary course of an
employee's duties, to the Recovery Accountability and Transparency Board, an inspector
general, the Comptroller General, a member of Congress, a state or federal regulatory or
law enforcement Agency, a person with supervisory authority over the employee, a court
or grand jury, the head of a federal agency, or their representatives, information that the
employee reasonably believes is evidence of (1) gross mismanagement of a contract or
grant relating to grant funds; (2) a gross waste of grant funds; (3) a substantial and
specific danger to public health or safety related to implementation or use of grant funds;
(4) an abuse of authority related to implementation or use of grant funds; or (5) a
violation of law, rule, or regulation related to a grant awarded or issued relating to grant
funds.

(u) Grantee will promptly refer to Grantor and FTA's Inspector General any credible
evidence that a principal, employee, agent, contractor, subcontractor, or other person has
submitted a false claim under the False Claims Act or has committed a criminal or
civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar
misconduct involving funds provided under the Grant Agreement or any agreements or
contracts entered into by Grantee flowing from the Grant Agreement.

(v) Grantee will comply with the Prevailing Wage Act (820 ILCS 130) and the Equal Pay
Act (820 ILCS 112), as applicable, in performance of the grant project work specified in
the Grant Agreement.

(w) Grantee will refrain from engaging in fraud, waste, neglect, or abuse in the performance
of the grant project work and use of funds appropriated under the Grant Agreement.

(x) To the extent applicable, Grantee will comply with the Davis-Bacon Act (40 USC 3141
at seg), the Copeland "Anti-Kickback" Act (18 USC 874) and 29 CFR Part 3, and the
Contract Work Hours and Safety Standards Act (40 USC 3701 at seg) and 29 CFR Part 5.
(y) Grantee will comply with the Buy America provisions of 23 USC 313 and 23 CFR 635.410. Further, Grantee will ensure that its contractors and subcontractors and the manufacturers and suppliers of any products funded by the Grant Agreement are aware of these provisions and abide by them.

(z) Grantee certifies that the funds awarded under the Grant Agreement will not be used to fund the costs of emission reductions that are mandated or required under federal law or regulation.

I understand that a false statement on this certification may be grounds for rejection of a grant application, termination of a grant award, and/or other relief as provided for by law.

Daniel J. Cronin, Chairman, DuPage County Board

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

Date
ILLINOIS FPA CMAQ PROCUREMENT CERTIFICATION

The grant applicant certifies to the following:

(a) Its procurement procedures reflect applicable local and State of Illinois laws and regulations, and conform to applicable federal laws and regulations;

(b) For purchases of products or services that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00), it obtained price or rate quotations from an adequate number (at least three) of qualified sources;

(c) For procurement of products or services that are at or above the simplified acquisition threshold fixed at 41 USC 134 (currently set at $100,000.00), it used the Invitation for Bid process or the Request for Proposal process;

(d) It only procured products or services from one source if: (1) the products or services were available only from a single source; (2) the Grantor authorized such a procedure; or (3) after solicitation from a number of sources, competition was determined inadequate; and

(e) It complied with the applicable procurement provisions of 49 CFR 18, 49 CFR 19, Federal Transit Administration (FTA) Circular 4220.1F, and FTA Master Agreement, as amended and revised. Further, it complied with any other applicable federal laws, regulations, requirements, executive orders, FTA circulars, and FTA directives, as amended and revised, pertaining to procurement.

I understand that a false statement on this certification may be grounds for rejection of a grant application, termination of a grant award, and/or other relief as provided for by law.

Paul P. Rafac, Chief Financial Officer

Signature on File

(Date)

I am unable to certify to the above statements. My explanation is attached.

Form Date: May 13, 2014

Normal County policy threshold for obtaining three quotes is ≥ $5,000.
SINGLE AUDIT CERTIFICATION

I certify that ______________________ did not expend $750,000 or more in federal awards in the
(name of organization)

last fiscal year from __________ to __________
(starting month) (year) (ending month) (year)

and was not required to have a single audit conducted pursuant to the Single Audit Act.

(Check if applicable)

☐ My organization is a for-profit organization and is not subject to the Single Audit Act.

☒ I am unable to certify to the above statement because my organization expended $750,000 or
more in federal awards and was subject to the Single Audit Act. An electronic copy of the
single audit report including all other required information will be provided.

I understand that a false statement on this certification may be grounds for rejection of a grant application,
termination of a grant award, and/or other relief as provided for by law. By affixing my signature hereto, I certify
that I am authorized to execute this certification.

Signature on File

(Signature of Authorized Representative)
Chief Financial Officer

(Paid Name of Authorized Representative)

Contact Information

Contact Person: Kimberly Mehring
Title: Assistant Financial Services Administrator
Phone: 630-407-6165
Email Address: kimberly.mehring@dupageco.org

Note: You must prepare a Single Audit Certification for each fiscal year during which you were awarded or
expended funds from the Illinois Environmental Protection Agency. Single audit reports including all other
required information must be submitted within 30 days after completion of the single audit report or nine months
after the end of your organization's fiscal year end date, whichever comes first. Please submit single audit reports
and all other required information electronically to:

Illinois Environmental Protection Agency
Illinois Clean Diesel Grant Program #6
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Form Date: November 24, 2015
United States Environmental Protection Agency  
Washington, DC 20460  

Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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 (1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Daniel J. Cronin, Chairman, DuPage County Board  
Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C.A 3801, et seq., apply to this certification and disclosure, if any.

______________________________  __________________________
Signature of Authorized Official  Date

Daniel J. Cronin, Chairman, DuPage County Board  DuPage County

Name and Title of Authorized Official  Organization Name

Form Date: November 21, 2013
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. Initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year _______ quarter _______</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report _______</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
|_______________________________________|----------------------------------------------------------------------------------|
| □ Prime                              |                                                                                   |
| □ Subawardee                         |                                                                                   |
| Tier _____, if known:                |                                                                                   |
| Congressional District, if known: 4c |                                                                                   |

| 6. Federal Department/Agency: | 7. Federal Program Name/Description: |
|______________________________|___________________________________|
|                             | CFDA Number, if applicable:         |

| 8. Federal Action Number, if known: | 9. Award Amount, if known: |
|___________________________________|___________________________|
|                                    | $                        |

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, Mi'):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(last name, first name, Mi'):</td>
<td>(last name, first name, Mi'):</td>
</tr>
</tbody>
</table>

| 11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the filer, and such lobbying took place by the filer. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who falsifies or fails to file the required disclosure is subject to a civil penalty of not more than $10,000 and not more than $100,000 for each such failure. |

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Telephone No.: ___________________________ Date: ____________</td>
</tr>
</tbody>
</table>

**Federal Use Only:**

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

Attachment: Grant Agreement (DT-R-0139-18 : Illinois Environmental Protection Agency)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subcontractor or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subcontract recipient. Identify the tier of the subcontractor, e.g., the first subcontractor of the prime is the 1st tier. Subcontracts include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subcontractor," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefix, e.g., "RFP-DE-00-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0048. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of Information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0048), Washington, DC 20503.
Executive Compensation Required Reporting

Organization/Fleet Name: DuPage County

DUNS Number: 135836026

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in your previous fiscal year, you must report your organization's five most highly compensated officers:

1) Our organization received 50 percent or more of its annual gross revenues in Federal awards, and
2) Our organization received $25,000,000 or more in annual gross revenue from Federal awards, and
3) The public does not have access to information about the compensation of the senior executives of the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USCS § 6104).

Check either box A or B below and complete the requested information.

A) [ ] I certify that, in the preceding fiscal year, DuPage County

<table>
<thead>
<tr>
<th>Period of time</th>
<th>Organization Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) [ ] DID NOT receive 50 percent or more of its annual gross revenues in Federal awards,
2) [ ] DID NOT receive $25,000,000 or more in annual gross revenue from Federal awards,
3) [ ] The public DOES not have access to information about the compensation of the senior executives of the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USCS § 6104).

And, therefore, not required to report the names and compensation of the five most highly compensated officers.

**Signature on File**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Chief Financial Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul P. Rafac</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5/24/08</td>
</tr>
</tbody>
</table>

B) [ ] The five most highly compensated officers of ____________________________ are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Compensation Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property If the value for the executive exceeds $10,000.
TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

• If you are an individual, enter your name and SSN as it appears on your Social Security Card.
• If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
• If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the date on the business name line and enter the owner's SSN or EIN.
• If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
• For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Paul P. Rafac, Chief Financial Officer
Business Name: DuPage County
Taxpayer Identification Number: 36-6006551

Legal Status (check one):

Individual
Sole Proprietor
Partnership
Legal Services Corporation
Tax-exempt
Corporation providing or billing medical and/or health care services
Corporation NOT providing or billing medical and/or health care services

Governmental
Nonresident alien
Estate or trust
Pharmacy (Non-Corp.)
Pharmacy/Funeral Home/Cemetery (Corp.)
Limited Liability Company (select applicable tax classification)
D = disregarded entity
C = corporation
P = partnership

Signature on File

Signature: Paul P. Rafac, Chief Financial Officer

Date: 4/24/18

Packet Pg. 246
Form W-9

Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Dupage County

2. Business name/disregarded entity name, if different from above

Division of Transportation

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/not a proprietor or sole proprietor or single-member LLC

☐ Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Appplies to accounts maintained outside the USA)

5. Address (number, street, and apt. or suite no.). See instructions.

421 N. County Farm Road

6. City, state, and ZIP code

Wheaton, IL, 60187

7. List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is normally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, see the instructions for Part II, later.

Signature on File

Date 4/3/18

Form 1099-DIV (dividends, including those from stocks or mutual funds)

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Form 1098-C (canceled debt)

Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Intergovernmental Agreement

**Governmental Body Name**
Illinois Environmental Protection Agency

**Address**
1021 North Grand Avenue East

**City, State, Zip**
Springfield, Illinois 62794-9276

**Telephone Number**
217/524-4408

**Fax Number**
217/557-2559

**FEIN/TIN**
01-0572642

**DUNS**
87924981

**Brief Description of Service (full description specified in Part 5)**
To conduct the Chicago Area Green Fleet Program in the metropolitan Chicago area, which includes the following counties: Cook, DuPage, Kane, Lake, McHenry, Will, Aux Sable and Goose Lake Townships in Grundy County, and Oswego Township in Kendall County.

**Compensation Method (full details specified in Part 6)**
Fleet Rate

**Total Compensation Amount**
$3,000,000

**Initial Payment**
Advance Pay

**Agreement Term**
From: execution
To: 60 months after execution

---

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

Signature on File

**Lisa Bennett, Director**
Date: 4/29/14

**FOR THE DEPARTMENT:**

Signature on File

Karen Rust, Bureau Chief, Urban Program Planning
Date: 6/22/14

Signature on File

Michael A. Ford, Chief Counsel (Approved as to form)

Signature on File

Tony Small, Director of Finance & Administration
Date: 5/23/14

Signature on File

Ann L. Schneider, Secretary of Transportation
Date: 6/5/14

---

Print Name

Print Title
INTERGOVERNMENTAL AGREEMENT
FOR
CHICAGO GREEN FLEET PROGRAM

This Agreement is by and between

Illinois Environmental Protection Agency

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

1021 North Grand Avenue East

Springfield, Illinois 62794-9275

Attn: Michael Rogers

E-mail: Michael.rogers@illinois.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1 Scope/Compensation/Term
Part 2 General Provisions
Part 3 Federally Funded Agreements
Part 4 Specific Provisions
Part 5 Scope of Services/Responsibilities
Part 6 Compensation for Services
Part 7 FTA Certification Regarding Lobbying
Part 8 Agreement Award Notification

PART 1
SCOPE / COMPENSATION / TERM

A. Scope of Services and Responsibilities. The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.

B. Compensation. Compensation (if any) shall be as specified in Part 6.

C. Term of Agreement. The term of this Agreement shall be from Execution to 60 months after execution.

D. Amendments. All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

E. Renewal. This Agreement may not be renewed.
PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reducing some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at $100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for $100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $50,000.00 and $20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL
BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal
modified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used.
The GOVERNMENTAL BODY may only procure products or services from one source with any State of
Illinois funds if: (1) the products or services are available only from a single source; or (2) the
DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition
is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the
contractor or consultant will comply with the requirements of this Agreement in performing such contract,
and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any
person or persons currently employed by the DEPARTMENT for any work required by the terms of this
Agreement.

PART 3
FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal
statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal
requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that
federal laws, regulations, policies, and administrative practices may be modified from time to time and those
modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal
requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code
(Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible,
Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU
Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S.
DOT) regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, the GOVERNMENTAL BODY’S authorized
representative certifies to the best of his or her knowledge and belief that for each agreement for federal
assistance exceeding $100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL
BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress
regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or
modification of any federal assistance agreement; and

2. If any funds other than federal appropriated funds have been or will be paid to any person to
influence or attempt to influence an officer or employee of any federal agency, a Member of Congress,
an officer or employee of Congress, or an employee of a Member of Congress in connection with any
application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit
Standard Form-LLL, “Disclosure Form to Report Lobbying,” including information required by the
instructions accompanying the form, which form may be amended to omit such information as authorized

3. The language of this certification shall be included in the award documents for all subawards at
all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative
agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which
reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a
transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who
fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the
basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business
opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations,
"Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients;" and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.

3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved in the project including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 49 CFR Part 18.22, the current FTA Master Agreement and all other applicable Federal requirements.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

F. Debarment. The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with
commission of any of the offenses enumerated in subsection (b), above; and d) 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.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1995 (P.L. 104-155) require the following:

1. State or local governments that expend $500,000 or more in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.

2. State or local governments that expend less than $500,000 a year shall be exempt from compliance with the Act and other federal requirements.

3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."

4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The
GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.


N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

Printed 4/11/2014 Page 7 of 18
As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
   - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
   - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
   - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
   - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
   - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-816, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
   - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
   - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 104(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
   - Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
   - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
   - Notification of violating facilities pursuant to Executive Order 11736;
   - Protection of wells and pursuant to Executive Order 11990;
   - Protection of wetlands pursuant to Executive Order 11998;
   - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
   - Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
   - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
   - Protection of endangered species under the Endangered Species Act of 1973, as amended;
   - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting...
components or potential components of the national wild scenic rivers system; and

- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;

- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;

- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;

- Executive Order 11593, which relates to identification and protection of historic properties;

- The Archeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;

- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

- The Single Audit Act Amendments of 1986 and OMB Circular No. A-133, "Audits of State, Local Governments, and Non-Profit Organizations"; and

- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

O. Energy Conservation To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6231 et seq.

P. Clean Water For all contracts and subcontracts exceeding $100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding $100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.

S. Buy America As set forth in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3721, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
U. Changed Conditions Affecting Performance. The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches. The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT’s, FTA’s or the DEPARTMENT’s immunity to suit.


X. Non-Waiver. The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT to recover such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.


Z. Cargo Preference - Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C.§ 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government’s trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at https://sam.gov.

As a sub-recipient of federal funds equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

All of the requirements listed in Part 3, paragraphs A through AA apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in
5.T.a

whole or in part with federal assistance.

PART 4
SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be for expenses that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, Governmental Body will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:
Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: Nancy Dial
2300 S. Dirksen Parkway, Room: 311
Springfield, Illinois 62784

All Invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY’s remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY’S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY’S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY’S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY’S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY.
DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY’s employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney’s fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party’s trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.); and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding; and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Illinois Environmental Protection Agency
Taxpayer Identification Number: 01-0572642

Legal Status (check one):

☐ Tax-exempt
☐ Nonresident Alien
☒ Government
☐ Other

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 592).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

The DEPARTMENT will provide funding to the GOVERNMENTAL BODY to conduct the Chicago Area Green Fleet Program. The program provides partial reimbursement to eligible participants for the purchase of new vehicles powered by natural gas or propane; the purchase of new off-road equipment powered by natural gas, propane, or electricity; and the conversion of conventionally-fueled vehicles to operate on natural gas or propane for use in the Chicago fine particulate matter (PM2.5) non-attainment area, which consists of the following counties: Cook, DuPage, Kane, Lake, McHenry, Will, Aux Sable and Goose Lake Townships in Grundy County, and Oswego Township in Kendall County. This project will help reduce emissions of PM2.5 in the area.

This project is authorized under the MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141), and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. 149).

To accomplish this project, the GOVERNMENTAL BODY will perform the following tasks, and the following requirements apply:

1. The GOVERNMENTAL BODY will solicit, accept, review, and evaluate applications; and select projects and award sub-agreements consistent with the requirements set forth in this Part:

2. General Requirements – The following requirements apply to all projects:

2.1. Any entity authorized to operate in the State of Illinois with a location in the Chicago PM2.5 non-attainment area is eligible to apply with the GOVERNMENTAL BODY to participate in the program;

2.2. The entity must operate and keep the vehicle and off-road equipment in the Chicago PM2.5 non-attainment area for at least 5 years, unless otherwise agreed to by the GOVERNMENTAL BODY; and

2.3. The entity is not receiving and may not receive rebate or other grant funding from the GOVERNMENTAL BODY or other CMAQ grant funding in combination with funding provided through this Agreement for the same purchases (vehicles or off-road equipment) or conversions.

3. The GOVERNMENTAL BODY must obtain written approval from the DEPARTMENT before awarding and executing any sub-agreements.
4. Vehicle Purchase Requirements – The following requirements apply to the awardee in purchasing a new vehicle:

4.1. The awardee must purchase a new vehicle under its name;

4.2. The new vehicle must operate on either natural gas or propane; have a comparable conventional counterpart, and be certified by the United States Environmental Protection Agency (USEPA) to meet the appropriate emission standards in effect at the time of manufacture;

4.3. The awardee is eligible for reimbursement for 50% of the incremental cost, up to the maximum amount, as follows:

Purchase of New Vehicle:

<table>
<thead>
<tr>
<th>Vehicle Class</th>
<th>Description</th>
<th>Allowable Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>Vehicles up to 14,000 lbs. GVWR. Example: taxicab, police and public works vehicle, shuttle bus, and delivery truck</td>
<td>50% of the incremental cost, up to $10,000</td>
</tr>
<tr>
<td>4-8</td>
<td>Vehicles over 14,000 lbs. GVWR. Example: large delivery truck, utility bucket truck, school bus, transit bus, waste refuse hauler</td>
<td>50% of the incremental cost, up to $20,000</td>
</tr>
</tbody>
</table>

4.4. The awardee must provide adequate documentation, such as dealer’s invoice and proof of payment, to support the purchase.

5. Vehicle Conversion Requirements – The following requirements apply to the awardee in converting a conventional vehicle:

5.1. The conventional vehicle must be converted to operate on either natural gas or propane;

5.2. At the time of conversion, the conversion system installed must be the latest model in current production for that particular make, model, and model year vehicle;

5.3. The conversion system installed must be certified or approved by USEPA or the California Air Resources Board (CARB);

5.4. The awardee is eligible for reimbursement for 50% of the cost of the conversion system and installation, up to the maximum amount, as follows:

Conversion of a Conventional Vehicle:

<table>
<thead>
<tr>
<th>Vehicle Class</th>
<th>Description</th>
<th>Allowable Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3</td>
<td>Vehicles up to 14,000 lbs. GVWR. Example: taxicab, police and public works vehicle, shuttle bus, and delivery trucks</td>
<td>50% of the cost of the conversion system and installation, up to $10,000</td>
</tr>
<tr>
<td>4-8</td>
<td>Vehicles over 14,000 lbs. GVWR. Example: large delivery truck, utility bucket truck, school bus, transit bus, waste refuse hauler</td>
<td>50% of the cost of the conversion system and installation, up to $20,000</td>
</tr>
</tbody>
</table>

5.5. The awardee must provide adequate documentation, such as conversion system and installation invoice and proof of payment, to support the conversion.
6. **Off-Road Equipment Purchase Requirements** – The following requirements apply to the awardee in purchasing new off-road equipment:

6.1. The new off-road equipment must be self-propelled; must operate on either natural gas, propane, or electricity; have a comparable diesel counterpart; and must be certified by USEPA to meet the appropriate emission standards in effect at the time of manufacture (if any);

6.2. The awardee is eligible for reimbursement for 50% of the incremental cost, up to $100,000 per piece of new off-road equipment; and

6.3. The awardee must provide adequate documentation, such as dealer's invoice and proof of payment, to support the purchase.

7. The **GOVERNMENTAL BODY** must keep, for at least 5 years, all records pertaining to the project including, but not limited to, applications, award, and supporting documentation; sub-agreements; subrecipients or subcontractors agreements; copies of invoices; and project completion reports.

8. Any employee of the **GOVERNMENTAL BODY** who is concurrently an officer of an entity or coalition that may be selected or awarded as a sub-recipient, awardee, or a subcontractor of the **GOVERNMENTAL BODY** pursuant to this AGREEMENT is prohibited from personally participating or being substantially involved in the selection or awarding of funding to the entity or coalition. Furthermore, all invoices for services performed or expenses incurred by the entity or coalition pursuant to this AGREEMENT must be reviewed and approved by the **GOVERNMENTAL BODY**'s personnel other than said employee or his or her staff.

9. The **GOVERNMENTAL BODY** may establish other award criteria, eligibility requirements, and other conditions as it may deem necessary.

10. **Definition of Terms:**

10.1. Conventional – fueled by either gasoline or diesel;

10.2. Counterpart – means a comparable vehicle or off-road equipment (as the case may be) of the same make, model, and model year;

10.3. Incremental cost – means the difference between the base price of the counterpart and the base price of the purchased new vehicle or new off-road equipment;

10.4. Base price – means the Manufacturer's Standard Retail Price (MSRP) excluding any add-ons or options.

10.5. GVWR – means Gross Vehicle Weight Rating.

10.6. Coalition – means an entity, alliance, union, partnership, league, association, or similar combination of entities

---

**PART 6
COMPENSATION FOR SERVICES**

<table>
<thead>
<tr>
<th>Funding</th>
<th>$3,000,000</th>
<th>50% Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Congestion Mitigation and Air Quality (CMAQ) Funds</td>
<td>$3,000,000</td>
<td>50% Share</td>
</tr>
<tr>
<td>Governmental Body Share*</td>
<td>$3,000,000</td>
<td>50% Share</td>
</tr>
<tr>
<td>Total</td>
<td>$6,000,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Provided by the program participants in the form of the cost share for their individual projects.

All expenses for this project are limited to the cost of purchase of new vehicles, new off-road equipment, and cost of conversion systems and installation.
PART 7

FTA CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/99)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1801, et seq.).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(a)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official __________________________

Date __________________________

Name and Title of Contractor's Authorized Official:

Printed 4/11/2014 Page 15 of 18
BoSIS 9073 (Rev. 04/02/2014)
PART 8
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☑ No

Amount of Federal funds: $3,000,000

Federal Project Number: CMM-6000(468)

Name of Project: Chicago Green Fleet Program

CFDA Number*, Federal Agency, Program Title: 20.205, Federal Highways Administration, Congestion Mitigation and Air Quality

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, such non-federal entities that expend $500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:
1. If your agency expended $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

   This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

   This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62704

Attn: Samuel Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Samuel Frioli at Samuel.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Samuel Frioli at 217/782-5717.
NOTICE

- Do not submit this certification to the department with your signed contract.
  - This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
  - If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that ______________ did not expend $500,000 or more in federal awards in our fiscal year ______________ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: Illinois Environmental Protection Agency

Contact Person: MIKE ROGERS Title: ENVIRONMENTAL SPECIALIST

Address: 1031 N. GRAND AVE EAST Phone No. 217-524-4408
       SPRINGFIELD, IL 62701 Fax No. 217-557-2559

Fiscal Year End: JUNE 30

Email address: MICHAEL.ROGERS@ILLINOIS.GOV
WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0172-17 on May 23, 2017 awarding a contract to Detroit Salt Company, to furnish and deliver bulk rock salt, as needed for the Division of Transportation; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is $772,350.00; and

WHEREAS, a contract increase is necessary to ensure sufficient rock salt supplies are stored to prepare for the next winter season; and

WHEREAS, the Transportation Committee recommends a change order to increase the funding in the amount of $401,175.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0172-17, issued to Detroit Salt Company, to increase the funding in the amount of $401,175.00, resulting in an amended contract total amount of $1,173,525.00, an increase of 51.94%.

Enacted and approved this 24th day of April, 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

Purchase Order #: 2584-0001Serv
Original Purchase Order Date: Jun 1, 2017
Change Order #: 1
Vendor Name: Detroit Salt Company
Vendor #: 26713
Department: Division of Transportation
Dept Contact: Darcie Garza, CPPB

Background and/or Reason for Change Order Request:
The contract for bulk rock salt is written to allow for pricing to remain firm for quantities up to 130% of projections. We are increasing our contract to 150% to fill our domes in anticipation of a potential price increase. We will be increasing 4500 tons at $51.49 and 3000 tons at $56.49.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

DECISION Memo NOT REQUIRED

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

DECISION Memo REQUIRED

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

<table>
<thead>
<tr>
<th>REVIEWED BY (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</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.

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

Department Contact: Darcie Garza, CPPB
Contact Phone: 630-407-6906
Vendor #: 26713

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Requesting approval for an increase to purchase additional bulk rock salt up to 150% of original projections. 4500 Tons at $51.49 and 3000 tons at $56.49.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The DuPage County Bulk Rock Salt contract allows for projections to be submitted and can order quantities, on the low end at 80% and increased orders at up to 130% of the original contract pricing of $51.49/ton. 130% - 150% of projections is at $56.49/ton. Historically, we order quantities to provide for enough salt for the season, as well as providing for an adequate amount of salt to start the next season. Due to the amount of call outs and precipitation, and the potential for a price increase, it will be necessary to increase the contract to provide for an adequate amount of salt in the domes to prepare for next season.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
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 bulk rock salt program in conjunction with a liquid deicer program to keep the roads and campus safe for DuPage County residents.

Source Selection/Vetting Information - Describe method used to select source.
DuPage County went out for competitive bid under solicitation 17-081-BF. Detroit Salt was the lowest of 4 bid submittals.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
DuPage County DOT recommends an increase to contract #2584-0001 in the amount of $401,175 to increase the quantity of salt to 150% of projections.
1. Do not do the increase. Format the upcoming bid to include an early buy section, where salt can be ordered and received before the start of the new 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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Item</th>
<th>Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500 3510 52270</td>
<td>$772,350.00</td>
<td></td>
</tr>
<tr>
<td>After increase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1500 3510 52270</td>
<td>$1,173,525.00</td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Detroit Salt Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>313-841-5144</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:Sales@detroitsalt.com">Sales@detroitsalt.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Title

Date

March 26, 2018

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

Rev 1.1
4/1/16
WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-R-0337-15 on April 28, 2015 and DT-R-0337A-15 on June 14, 2016; and

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and City of Warrenville (hereinafter referred to as CITY) previously entered into an Intergovernmental Agreement and First Amendment for improvements to CH 32/Warrenville Road over the West Branch of the DuPage River, Section 12-00220-03-BR (hereinafter referred to as IMPROVEMENT); and

WHEREAS, the CITY has requested that the COUNTY execute the Grant of Permanent Easement to allow the COUNTY to own, operate and maintain the stormsewers located upon CITY property as referenced in the original Intergovernmental Agreement; and

WHEREAS, the Grant of Permanent Easement (hereinafter referred to as PERMANENT EASEMENT) has been prepared and attached hereto; and

WHEREAS, said PERMANENT EASEMENT must be executed by the parties.

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

BE IT FURTHER RESOLVED that a copy of this Resolution and executed PERMANENT EASEMENT be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
GRANT OF PERMANENT EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, CITY OF WARRENVILLE, an Illinois Municipal Corporation, of the County of DuPage, State of Illinois, for and in consideration of One Dollar ($1.00) and other valuable consideration, hereby represents that it owns the fee simple title to and does by these presents grant the right, easement and privilege to enter upon the following described land unto the Grantee, COUNTY OF DU PAGE, an Illinois Body, Corporate and Politic, State of Illinois, for the use of the County Division of Transportation, its employees, representatives, agents, contractors and engineers, for the purpose of maintaining the 120 lineal feet of 18-inch diameter storm sewer installed as a part of a construction project known as Section No. 12-00220-03-BR (“Sewer”):

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND TOPOGRAPHIC EXHIBIT ATTACHED HERETO AS EXHIBIT B, BOTH MADE A PART HEREOF

Grantee shall have the perpetual right to enter or reenter the above described premises for the installation, reinstallation, maintenance or repair, construction or reconstruction, relocation and/or improvement of the above described Sewer.

This easement is granted pursuant to that certain “Intergovernmental Agreement Between the County of DuPage and the City of Warrenville for CH32/Warrenville Road Over the West Branch of the DuPage River Section 12-00220-03-BR,” dated April 28, 2015 (“County/City Agreement”). In the event that the Grantor and Grantee enter into an agreement for a jurisdictional transfer from the Grantee to the Grantor of the portion of CH 3/Warrenville Road adjacent to the permanent easement area and improved pursuant to the County/City Agreement, such agreement shall include a provision for the transfer of the above-described Sewer from Grantee to Grantor and the termination of this Grant of Permanent Easement, pursuant to terms mutually agreed between Grantee and Grantor.

This grant of easement is expressly subject to and contingent on the agreement of the Grantee as follows:

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

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

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

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, if any.

[signatures of Grantor and Grantee on following pages]
IN WITNESS, said Grantor has caused these presents to be signed by its Mayor, and attested and sealed by its City Clerk, this 21st day of February, 2018.

CITY OF WARRENVILLE

Signature on File

By: ___________________________________________________________________
    David Brummel, Mayor

Emily Larson / City Clerk

STATE OF ILLINOIS
    )
    ) SS
COUNTY OF DU PAGE
    )

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that David Brummel, personally known to me to be the Mayor of the City of Warrenville and Emily Larson, personally known to me to be the City Clerk of the City of Warrenville, both personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the Seal of said City to be affixed thereto, pursuant to the authority given by the City Council as their free and voluntary act, and as the free and voluntary act and deed of said City as authorized by Resolution 02-2018, approved Ordinance ___________.

Given under my hand and official seal this 21st day of February, 2018.

Signature on File

________________________________________________________________________

NOTARY PUBLIC

OFFICIAL SEAL
ALMA MORGAN
Notary Public - State of Illinois
My Commission Expires 10/17/2021

My commission expires 10/17/2021
IN WITNESS, said Grantee acknowledges and agrees with and accepts the terms, conditions and obligations of this Grant of Permanent Easement, and has caused these presents to be signed by its Chairman of the County Board, and attested and sealed by its County Clerk, this ___ day of __________________, 2018.

COUNTY OF DU PAGE

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

Attest: ___________________________________________
        Paul Hinds, County Clerk

(SEAL)

STATE OF ILLINOIS  )
     ) SS
COUNTY OF DU PAGE  )

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that Daniel J. Cronin, personally known to me to be the Chairman of the County Board of the County of DuPage, and Paul Hinds, personally known to me to be the County Clerk of the County of DuPage, both personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and County Clerk, they signed and delivered the said instrument and caused the Seal of said County to be affixed thereto, pursuant to the authority given by the County Board as their free and voluntary act, and as the free and voluntary act and deed of said County as authorized by Resolution _________ approved ____________, 2018.

Given under my hand and official seal this ___ day of __________________, 2018.

__________________________________________
NOTARY PUBLIC

My commission expires _______________________

This Instrument was Prepared by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

Return Recorded Document to:
DuPage County Division of Transportation

#54571902_v3

- 4 -
EXHIBIT A

20' WIDE PERMANENT EASEMENT LEGAL DESCRIPTION
FOR PIN 04-35-405-009

A PERMANENT EASEMENT 20.00 FEET WIDE OVER THAT PORTION OF LOT 1 IN CITY OF WARRENVILLE HISTORICAL PARK RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 2005 AS DOCUMENT NUMBER R2005-286750, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF WARRENVILLE ROAD AND SECOND STREET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE NORTH LINE OF SAID WARRENVILLE ROAD, A DISTANCE OF 134 FEET TO THE CENTERLINE OF A 18 INCH DIAMETER CONCRETE STORM SEWER FOR THE POINT OF BEGINNING;
THENCE ALONG SAID CENTERLINE FORMING AN ANGLE OF 107 DEGREES 10 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 120 FEET TO THE TERMINUS OF SAID CENTERLINE WITH THE SIDE LINES OF SAID 20 FOOT WIDE EASEMENT TO BE EXTENDED AND SHORTENED TO MEET AT THE NORTH LINE OF SAID WARRENVILLE ROAD, ALL IN DUPAGE COUNTY, ILLINOIS.
AMENDMENT TO RESOLUTION DT-R-0010-17 AND DT-R-0010A-17
ADDITIONS TO DU PAGE COUNTY HIGHWAY SYSTEM
TO INCLUDE SALT CREEK BRIDGE AS
CH 60/NORTH THORNDALE AVENUE

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0010-17 on December 13, 2016 and DT-R-0010A-17 on February 4, 2017, which authorized the addition of roadways constructed by the Illinois State Toll Highway Authority (hereinafter referred to as AUTHORITY) for local access and circulation into the DuPage County Highway System; and

WHEREAS, the Salt Creek Bridge, Structure No. 022-3011, is currently known as CH 27/Thorndale Avenue; and

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) desires to rename the County Highway Number/Name of said Salt Creek Bridge, Structure No. 022-3011, from the end of the west approach slab to the end of the east approach slab, to CH 60/North Thorndale Avenue; and

WHEREAS, a map depicting said additions to the DuPage County Highway System including said Salt Creek Bridge, Structure No. 022-3011, is attached hereto as “Revised” Exhibit A and made a part hereof; and

WHEREAS, it is necessary and appropriate, with the Illinois Department of Transportation’s approval, to rename said Salt Creek Bridge, Structure No. 022-3011 to be CH 60/North Thorndale Avenue, and continue to include said bridge structure in the County Highway System.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk are hereby authorized and directed to execute any and all documents that may be necessary to rename and continue to include the Salt Creek Bridge, Structure No. 022-3011, from the end of the west approach slab to the end of the east approach slab, in the DuPage County Highway System to be known as CH 60/North Thorndale Avenue; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit a certified copy of this resolution to the Illinois Department of Transportation, by and through the DuPage County Division of Transportation.

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
"REVISED" EXHIBIT A
To Name and Add Highways to the County Highway System

CH 60/North Thorndale Avenue
(from Arlington Heights Road to Prospect Avenue)

CH 61/South Thorndale Avenue
(from Arlington Heights Road to Prospect Avenue)

CH 60/North Thorndale Avenue
(Salt Creek Bridge, Structure # 022-3011)
From end of the west approach slab to end of the east approach slab

CH 61/South Thorndale Avenue
(from Mittel Drive to Supreme Drive)

CH 61/South Thorndale Avenue
(from Mittel Drive to York Road; except between Lively Blvd)

Attachment: Revised Exhibit A (17-18-460 : DT-R-0010B-17 - Additions to DuPage County Highway System)
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0354-17 on September 12, 2017; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0354-17 to Meade, Inc., for the 2018-2019 Traffic Signal and Street Light Maintenance Program, Section 18-TSMTC-01-GM; and

WHEREAS, Resolution DT-R-0354-17 obligated certain monies for payment of costs for Section 18-TSMTC-01-GM as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-53330</td>
<td>$2,219,908.51</td>
</tr>
</tbody>
</table>

; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract 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 that Resolution DT-R-0354-17 is hereby amended to reflect a cost of $2,294,744.51 instead of and in place of a cost of $2,219,908.51 and that the monies be allocated and set aside for the payment of said costs as follows.

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-53330</td>
<td>$2,219,908.51</td>
</tr>
<tr>
<td>4000-5820-53310</td>
<td>$ 41,181.00</td>
</tr>
<tr>
<td>6000-1220-54010</td>
<td>$ 13,410.00</td>
</tr>
<tr>
<td>1000-1110-53370</td>
<td>$ 20,245.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 24th day of April, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**SUPPORTING DATA FOR**
**AMENDMENT TO RESOLUTION DT-R-0354-17**
**ISSED TO MEADE, INC.**
**2018-2019 TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE**
**SECTION 18-TSMTC-01-GM**
(INCREASE $74,836.00; +3.37%)

Engineer’s Estimate of Construction Cost: $3,697,890.00

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meade, Inc.</td>
<td>$2,219,908.51</td>
</tr>
</tbody>
</table>

Current Contract Amount: $2,219,908.51
Increase this Resolution: $74,836.00
Percent of Change: +3.37%

Increase to Date: $74,836.00
Percent of Change: +3.37%

Reason for Change:
Furnish/install inner-duct and indoor-outdoor fiber for Customer Premise Equipment (CPE) network connectivity to the DU-COMM PSAP for the DuPage County Emergency Telephone System Board (ETSB), Information Technology (IT) and Du-Comm/Facilities Management (DC/FM)

- Directional Bore Breakout Area #1 (ETSB) $27,520.00
- Area #2 Fiber and Inner-duct Breakout (ETSB) $13,661.00
- Area #3 Fiber and Inner-duct Breakout (IT) $20,245.00
- Area #4 Fiber and Inner-duct Breakout (DC/FM) $13,410.00

Net Addition: $74,836.00
New Contract Total Amount: $2,294,744.51
Mark Thomas  
DuPage County  
Facilities Manager

Re: DuPage County Fiber Install:

Dear Mark:

We are pleased to provide a lump sum proposal for the above-referenced project.

Our pricing for the following proposal is:

**Seventy-Four Thousand Eight Hundred Thirty-Six Dollars**..............................................$74,836.00

**Scope of Work**

Proposal includes labor, supervision, materials, tools and equipment necessary to furnish and install the telecommunications scope of work per the provided drawings previously mentioned:

1. Furnish and install (directional bore) 1000’ of 4” poly and 1200’ of pull rope.
2. This includes all heavy equipment and materials needed for this install including the 4” poly, mule tape.
3. Core and drill the tunnel at the North-East side.

**Directional Bore Breakout Area #1**..........................................................$27,520.00

1. Furnish and install all required solid 2” inner-duct and all necessary Hoffman junction boxes (with required mounting and coupling materials).
2. Furnish and install 500’ of corrugated 2” inner-duct that will connect to the solid at that point and furnish and install the 1800’ of rope required for the install.

**Area #2 Fiber and Innerduct Breakout Cost**.....................................................$13,661.00

1. Furnish and install the 2” corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the 421 building to the 400 building (along with all LIUs and terminating hardware necessary for the completed fiber install).
2. Furnish and install the 2” corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the 400 building to the 420 building (along with all LIUs and terminating hardware necessary for the completed fiber install).

**Area #3 Fiber and Innerduct Breakout Cost**.....................................................$20,245.00
DuPage County Fiber Install  
March 14, 2018 (Revised March 30, 2018)  
Page 2 of 2

1. Furnish and install the 2” corrugated inner-duct and the indoor outdoor 24 Strand SM fiber from the DuComm Shelter building to the 420 building (along with all LIUs and terminating hardware necessary for the completed install).  
2. Terminate and certify and newly installed fiber.

Area #4 Fiber and Innerduct Breakout Cost .......................... $13,410.00

Clarifications

1. All new copper/fiber terminations will be tested on a Fluke DTX 1800.
2. As-built drawings will be issued in PDF format along with hard copies if required.
3. This proposal includes all boring and trenching required.

Exclusions

1. Overtime

General Qualifications

1. This proposal is valid for 30 calendar days from the date of this proposal.
2. This proposal contains a one-year warranty.
3. Permits, sales tax and bonds are not included.
4. Hazard waste handling and disposal is not included.
5. Survey and layout are not included.
6. Liquidated damages or penalties are not included.
7. Owner damages due to schedule delays are not included.

Thank you for the opportunity to prepare this proposal. If you have any questions, feel free to contact me at 708-588-6256 or jgagliardi@meade100.com.

Sincerely,

Jim Gagliardi

Project Executive Technology Division
Direct: 708-588-6256  
Mobile: 312-515-5776  
jgagliardi@meade100.com

<table>
<thead>
<tr>
<th>Chicago Office</th>
<th>Hammond Office</th>
<th>Milwaukee Office</th>
<th>Indianapolis Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>6850 W. 62nd Street</td>
<td>1741 Summer Street</td>
<td>100 West Oklahoma Avenue</td>
<td>6057 Churchman Bypass</td>
</tr>
<tr>
<td>Chicago, IL 60638</td>
<td>Hammond, IN 46320</td>
<td>Milwaukee, WI 53207</td>
<td>Indianapolis, IN 46203</td>
</tr>
<tr>
<td>773-287-7600 (Office)</td>
<td>219-939-4301 (Office)</td>
<td>317-780-0322 (Office)</td>
<td>317-780-0366 (Fax)</td>
</tr>
<tr>
<td>773-287-4407 (Fax)</td>
<td>219-939-4306 (Fax)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 18 - TSUPG - 03 - GM

---

Company Name: Meade Inc.  
Company Contact: Michael K Knutson
Contact Phone: 708-588-2500  
Contact Email: mkk@meade100.com

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge

---

Signature on File

Authorized Signature

Printed Name: Michael K Knutson
Title: Vice President
Date: 2/26/18

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