1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

   A. Transportation Committee - Regular Meeting - Tuesday April 17th, 2018

5. PRESENTATION

   Long Range Transportation Plan Update

6. ACTION ITEMS

   Contracts/Purchase Orders

   A. 2018-111 Recommendation for the approval of a contract purchase order to Trafficware, LLC, for updated Synchro 10 software licensing, maintenance and support services for the Division of Transportation, for a contract total not to exceed $6,229.55; Per 55 ILCS-1022 “Competitive Bids” (c) not suitable for competitive bids

   B. 2018-113 Recommendation for the approval of a contract purchase order to Battery Service Corp., to furnish and deliver automotive batteries, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $17,000.00; Per renewal option under bid award 15-114-KK, second of three options to renew

   C. DT-P-0129-18 Recommendation for the approval of a contract purchase order to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver two (2) 2019 Ford F-550 4X4 SuperCab Chassis with dump bodies for the Division of Transportation, for a contract total not to exceed $112,368.00; per lowest responsible bid 18-071-LG
D. DT-P-0128-18 Recommendation for the approval of a contract purchase order to Curran Materials Company, to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $25,000.00; Per renewal option under bid award 17-092-GV, first of three options to renew.

E. DT-P-0124-18 Recommendation for the approval of a contract purchase order to Thomas Engineering Group, LLC, for Professional Engineering Services for the 2018 Bridge Inspection Program upon the request of the Division of Transportation, Section 18-BRIDGE-06-EG, for a contract total not to exceed $90,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

F. DT-P-0125-18 Recommendation for the approval of a contract purchase order to Hey and Associates, Inc., for Professional Landscape Design and Construction Supervision Services, for various County Highway projects, for a contract total not to exceed $60,000.00; 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.

G. DT-R-0154-18 RESOLUTION -- Awarding Resolution to Superior Road Striping, Inc., for the 2018 Pavement Marking Maintenance Program, Section 18-PVMKG-06-GM, for an estimated County cost of $419,359.00; Per low bid

Agreements

H. DT-R-0149-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Woodridge, for improvements to CH 31/87th Street at Woodward Avenue, Section 13-00253-01-CH (County to be reimbursed an estimated $50,200.00)

I. DT-R-0112-18 RESOLUTION -- Impact Fee Improvement Credit Agreement – Rt 83 & Plainfield LLC, Willows Center, 840 Plainfield Road, Willowbrook

Amendments

J. Action Item -- DT-R-0601A-18 – Amendment to Resolution DT-R-0601-18, issued to Davis Concrete Construction Company for the 2016 Sidewalk Improvement Program, Section 16-SDWLK-02-SW, to increase the funding in the amount of $56,528.06, resulting in a final County cost of $486,400.49, an increase of 13.15%

7. INFORMATIONAL ONLY

A. Informational -- Powis Road & IL Route 64

8. REPORT FROM STATE'S ATTORNEY'S OFFICE
9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Elliott, Healy, Krajewski (10:00 AM - 10:06 AM), Puchalski, Zay
ABSENT: Noonan

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Apr 3, 2018 10:00 AM

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

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

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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

Member Krajewski exited the room at 10:06am

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-PVMTC-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.

RESULT: APPROVED [4 TO 0]
MOVER: James Healy, Vice Chair
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

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

RESULT: APPROVED [4 TO 0]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski
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)

RESULT: APPROVED [4 TO 0]
MOVER: James Healy, Vice Chair
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

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)

RESULT: APPROVED [4 TO 0]
MOVER: Tim Elliott, District 4
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

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%
RESULT: APPROVED [4 TO 0]
MOVER: James Healy, Vice Chair
SECONDER: Tim Elliott, District 4
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

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)

RESULT: APPROVED [4 TO 0]
MOVER: James Zay, District 6
SECONDER: James Healy, Vice Chair
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

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

Discussion held

RESULT: APPROVED [4 TO 0]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Elliott, Healy, Puchalski, Zay
ABSENT: Noonan
AWAY: Krajewski

X. Action Item -- DT-R-0354A-17 – Amendment to Resolution DT-R-0354A-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%
4. APPROVED [4 TO 0]

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

6. REPORT FROM STATE'S ATTORNEY'S OFFICE

7. OLD BUSINESS

Chairman Puchalski advised the Committee that the annual Snow and Ice luncheon will be held on April 24th at 11:45am.

Senate Bill 1451 - Small Wireless Facilities Deployment Act: Director Snyder advised the Committee that SB1451 was signed by the Governor last week. The law allows wireless providers access to collocate wireless facilities on County infrastructure (traffic signals, light poles) within the public right-of-way. Discussion followed.

8. NEW BUSINESS

9. ADJOURNMENT
Requisition under 25k dollars

2018-111
# PROCUREMENT REVIEW CHECKLIST

**Requisition** under 25k dollars

2018-111

---

**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

---

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,229.55</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

- Eva Hitchcock: Completed 04/16/2018 7:39 AM
- Christopher Snyder: Completed 04/16/2018 9:53 AM
- Kathy Ostrowski: Completed 04/17/2018 9:00 AM
- Donald Carlsen: Completed 04/17/2018 11:12 AM
- Wendi Wagner: Completed 04/17/2018 11:14 AM
- James McGuire: Completed 04/18/2018 10:40 AM
- Paul Rafac: Completed 04/24/2018 6:06 PM
- Kathy Ostrowski: Completed 04/26/2018 11:26 AM
- Transportation Committee: Completed 05/01/2018 10:00 AM
- Technology Committee: Pending 05/08/2018 9:00 AM
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Trafficware, LLC
Attn: Evelyn Beyer
Address: 522 Gillingham Lane
City: Sugar Land
State: TX
Zip: 77478
Phone: 281-240-7233

Vendor #: 
Dept: Division of Transportation
Division:

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

Send Payments To:
Vendor: 
Attn: 
Address: 
City: State: IL
Zip: 
Phone: 
Fax: 
Payment Terms: 
F.O.B. 
PO 20 Delivery Date: 
Requisitioner: 
Use for: Contract Administrator
PO25 only
Eva Hitchcock 

Ship To:
Vendor: 
Attn: 
Address: 
City: 
State: 
Zip: 
Phone: 
Fax:

LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension
1 1 EA Synchro 10 Software License 1500 3640 53806 
2 1 EA Synchro 10 Software License 1500 3500 53806 
3 1 EA Support/Maintenance 1500 3500 53807 

Requisition Total $ 6,229.50

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Updated Synchro 10 licensing and support

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):
Transportation - 05/01/18
## 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: Trafficware, LLC</th>
<th>Vendor #: 21747</th>
<th>Contract Term:</th>
<th>Contract Total: $6,229.55</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: John Loper</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background
Updated Synchro 10 software licensing and support services

### FUNDING SOURCE
- ☑ Procurement budgeted for (FY and budget code(s)): 1500-3500/3640-53806 & 1500-3500-53807
- ☐ Budget Transfer (Date) __________ Add'l Information

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

### BASIS OF DECISION MEMO (attach Decision Memo)
- ☑ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- ☑ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (include Evaluation Summary if applicable)
- ☑ 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  
  Prepared By: __________  
  Date: __________  
  Recommended for Approval: __________  
  Date: __________  
  IT Approval, if required: __________  
  Date: __________

### REVIEWED BY (Initials Only)

- Buyer __________  
  Date: __________  
  Procurement Officer: __________  
  Date: __________

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

---

Packet Pg. 17
Decision Memo

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: John Loper</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:jloper@dupageco.org">jloper@dupageco.org</a></td>
<td>Contact Phone: 6882</td>
</tr>
<tr>
<td>Vendor Name: Trafficware</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.

Approval of a contract purchase order to Trafficware for new and updated licensing and annual maintenance and support for the Synchro 10 software. This software is used to evaluate, analyze and recommend traffic signal timing and coordination programs.

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

The Division of Transportation (DOT) has used the Trafficware Synchro products since the early 2000s. This is the standard/leading traffic system software in the industry. The DOT is requesting a new single user license and an updated single user license for the traffic engineering section. The requested procurement includes license support and maintenance, and a warrants analysis add-on for determining whether unsignalized locations warrant a signal.

**Strategic Impact**

Quality of Life

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

This information is prominently used in determining where improvements to travel efficiency can be made for the reduction of motorist delay and reduction of vehicle emissions. Quality of life and economic efficiency is improved for commuters and commercial drivers through the use of this program. The program is continuously used throughout the year.

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

See Sole Source form attached.

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

1. Do not approve
2. Approve

The DOT recommends approval of this contract. It is critical to the continuation of the program and is essential to the on-going functions and performance of the DOT. As the DOT's current software is out of date and will soon not be supported, it is important that the DOT upgrade and renew support.

**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 FY17 fiscal impact for this contract is anticipated to be $6,229.55. The DOT has sufficient funds in the FY18 budget to pay this amount.
### JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>DOT (1500-3500)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Trafficware</td>
<td>PRODUCT #</td>
</tr>
<tr>
<td>Synchro Studio 10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Suite of software is used to analyze traffic signal and signal system performance. The product is necessary to allow traffic engineers to review the effects of re-timing and coordinating signals throughout DuPage County. Trafficware is the lone outlet for this software.

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

☑ sole provider of a licensed or patented good or service

☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services

☐ sole provider of factory-authorized warranty service

☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)

☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)

☑ the software manufacturer (and sole maintenance/update provider)

☐ other – (please detail below or in an attachment)

**REQUESTED SOURCE**

Trafficware

**CONTACT**

Evelyn Beyer - sales rep

**PHONE**

(281) 240-7233

**WEBSITE**

www.trafficware.com

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

Analysis of coordinated system performance, control of signal and system types, adaptive signal analysis. This is the recognized standard for the industry.

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

Yes. No other retail or wholesale outlets exist. Other software is not satisfactory for systems analysis.

**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)**

HCS - older software which does not evaluate systems such as DuPage requires... mctrans.ce.uiuc.edu

TEAPAC Software - http://www.strongconcepts.com/Products.htm - older software with many modules not contained within one package.

**Signature on File**

**DEPARTMENT APPROVAL**

4/11/18

**DATE**

**Signature on File**

**PURCHASING REVIEW**

4/18/18

**DATE**
January 25, 2018

RE: Sole Source Provider of Synchro / SimTraffic and Associated Training

To Whom It May Concern:

Thank you for your interest in Trafficware. This letter is to inform you that Trafficware software, Synchro and SimTraffic, is developed and marketed exclusively by Trafficware. In addition, all Trafficware copyrighted training materials and certified trainers are provided by Trafficware.

Trafficware software consists of the following unique, exclusive and/or proprietary characteristics, functions, and design elements:

- Synchro, for macroscopic modeling, software incorporates the Intersection Capacity Analysis (ICU) methodology for determining intersection capacity for single and/or multiple intersections (networks).
- Synchro software can provide both the ICU intersection capacity analysis and the HCM 2000/2010/6th Edition intersection capacity for expanded analysis.
- The ICU objective function is volume to capacity ratios, rather than delay.
- Synchro and SimTraffic provide both macroscopic and microscopic analysis in one package.

Should you have any questions, please contact Trafficware.

**Signature on File**

Operations Manager

**Trafficware, LLC.**

MAILING
522 Gillingham; Sugar Land, TX 77478

PH
510.526.5891 / 281-240-7233

FAX
281.240.0452

URL
http://www.trafficware.com

E-Mail
sales@trafficware.com
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: Trafficware, LLC</th>
<th>Company Contact: Evelyn Beyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 281-240-7233 opt. 1</td>
<td>Contact Email: <a href="mailto:sales@trafficware.com">sales@trafficware.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.

**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.

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

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |
|--------------------------------------------------------------------------------|
| Evelyn Beyer, Trafficware sales/support | 281-240-7233 opt. 1 | sales@trafficware.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 received, have read, and understand these requirements.

Authorized Signature: [Signature on File]

Printed Name: Joe Custer
Title: CFO
Date: Apr 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td><strong>CONTRACT TERM</strong></td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/18/2018 11:08 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/18/2018 11:17 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/18/2018 12:16 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/19/2018 9:09 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/24/2018 6:09 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/26/2018 11:32 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/01/2018 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> Battery Service Corporation</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10563</td>
<td><strong>Division:</strong> Fleet Maintenance</td>
</tr>
<tr>
<td><strong>Attn:</strong> Don Baker</td>
<td><strong>Attn:</strong> Kathy Curcio</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:airbuck04@att.net">airbuck04@att.net</a></td>
<td><strong>Email:</strong> <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 410 S. Evergreen St.</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Bensenville</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60106</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-595-4244</td>
<td><strong>Phone:</strong> 630-407-6892</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-595-5631</td>
<td><strong>Fax:</strong> 630-407-6931</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Battery Service Corporation</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10563</td>
<td><strong>Division:</strong> Fleet Maintenance</td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Attn:</strong> Joe Bachtold</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong> <a href="mailto:joe.bachtold@dupageco.org">joe.bachtold@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 410 S. Evergreen St.</td>
<td><strong>Address:</strong> 180 N. County Farm Road</td>
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<tr>
<td><strong>Phone:</strong> 630-595-4244</td>
<td><strong>Phone:</strong> 630-407-6931</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-595-5631</td>
<td><strong>Fax:</strong> 630-407-6952</td>
</tr>
<tr>
<td><strong>Payment Terms</strong></td>
<td><strong>F.O.B.</strong></td>
</tr>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>PO 20 Delivery Date</td>
</tr>
<tr>
<td>Destination</td>
<td><strong>Requisitioner:</strong> Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

| **Use for:** PO25s only | **Contract Administrator:**  |
| **Contract Start Date:** Jul 1, 2018  | **Contract End Date:** Jun 30, 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>
<th>Requisition Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>AUTOMOTIVE BATTERIES</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>17,000.00</td>
<td>17,000.00</td>
<td>$ 17,000.00</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 automotive batteries on an "as needed" basis for the Division of Transportation for the period July 1, 2018 through June 30, 2019 per Low Bid 15-114-KK Option to Renew.

This is the second of two optional renewals.

Category A - Unit Pricing for items submitted
Category B - Attached list less 30%

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

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

Send Completed approved PO to Don Baker

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

FY2018 1500 3520 52250 $8,500.00
FY2019 1500 3520 52250 $8,500.00

Transportation - 05/01/18

---

Packet Pg. 24
**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: Battery Service Corp.</th>
<th>Vendor #: 10563</th>
<th>Contract Term: 7/1/2018 - 6/30/2019</th>
<th>Contract Total: $17,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transporation</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 automotive batteries for a contract total not to exceed $17,000.00.

**Reason for Procurement**
To provide automotive replacement batteries for County owned and operated vehicles and equipment.

**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 # 
- RENEWAL Enter Bid # 15-114-KK
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval Date</th>
<th>Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Apr 16, 2018</td>
<td></td>
<td>4/17/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/18/18</td>
<td>4-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4/24/18</td>
<td></td>
</tr>
</tbody>
</table>

**Packet Pg. 25**
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 Battery Service Corporation, 410 S. Evergreen Street, Bensenville, IL. 60106, hereinafter called the "Contractor", witnesseth:

The County and the Contractor have previously entered into a Contract, pursuant to Bid #15-114 which became effective July 14, 2015 and which expires June 30, 2018. The contract is subject to a SECOND and FINAL 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 July 1, 2018 and expires June 30, 2019, contingent upon Parent Committee and County Board approval.

BATTERY SERVICE CORPORATION

Signature on File

SIGNATURE ______________________________ DATE 4/13/18

Donald T. Baker Jr
President

COUNTY OF DU PAGE, ILLINOIS

Signature on File

SIGNATURE ___________________________________________________________________________ DATE 4/13/18

Joan McAvoy
DuPage County Buyer

Attachment: Battery Service Corporation - Renewal (2018-113 : Battery Service Corporation)
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: 4/13/18

Company Name: BATTERY SERVICE CORP
Contact Name: DON BAKER
Contact Phone: 800-475-4071
Contact Email: airbusq04@gmail.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 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.

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

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

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

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

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

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

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

- If information changes within five (5) days of change, or prior to a county board, 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 orders 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: DONALD T. BAKER JR.
Title: PRESIDENT
Date: 4/13/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page_ of_ (total number of pages)
AWARDING RESOLUTION
ISSUED TO BCR AUTOMOTIVE GROUP, LLC, D/B/A ROESCH FORD
TO FURNISH AND DELIVER TWO (2)
2019 FORD F-550 4X4 SUPERCAB CHASSIS WITH DUMP BODIES
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $112,368.00)

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 BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver two (2) Ford F-550 SuperCab Chassis with dump bodies for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) Ford F-550 SuperCab Chassis with dump bodies for the Division of Transportation, is hereby approved for issuance to BCR Automotive Group, LLC, d/b/a Roesch Ford, 333 West Grand Avenue, Bensenville, Illinois 60106, for a contract total not to exceed $112,368.00; per lowest responsible bid 18-071-LG.

Enacted and approved this 8th day of May, 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>
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<th>NEW PURCHASE ORDER REQUEST</th>
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<td>DATE SUBMITTED</td>
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<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<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/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
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<td>Completed</td>
<td>04/26/2018 11:20 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/01/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** BCR Automotive Group, LLC D/
  - B/A Roesch Ford
- **Attn:** Brian Kilduff
- **Email:** brian.kilduff@roeschtrucks.com
- **Address:** 333 W. Grand Ave.
- **City:** Bensenville
  - **State:** IL
  - **Zip:** 60106
- **Phone:** 630-279-6000 Ext 2245
- **Fax:** 630-451-3509

**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:** BCR Automotive Group, LLC D/
  - B/A Roesch Ford
- **Attn:** Brian Kilduff
- **Email:** brian.kilduff@roeschtrucks.com
- **Address:** 333 W. Grand Ave.
- **City:** Bensenville
  - **State:** IL
  - **Zip:** 60106
- **Phone:** 630-279-6000 Ext 2245
- **Fax:**

**Payment Terms:**
- **PER 50 ILCS 505/1**
- **F.O.B.:**
- **PO 20 Delivery Date:** Nov 1, 2018
- **Requisitioner:** Darcie Garza, CPPB

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

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
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<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>2</td>
<td>EA</td>
<td>Ford F-550 4X4 SuperCab Chassis outfitted as a Dump Body</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td></td>
<td>67,184.00</td>
<td>134,368.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Trade In - HS1 2003 Ford F-550 6.0 L Engine IFDAF568P3EB83011</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td></td>
<td>-11,000.00</td>
<td>-11,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Trade In - HS1 2003 Ford F-550 6.0 L Engine IFDAF568P63EB83010</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td></td>
<td>-11,000.00</td>
<td>-11,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $112,368.00

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

- This contract purchase order is to furnish and deliver two (2) Ford F-550 4X4 Super Cab Chassis, 84" cab to axle, outfitted as Dump Bodies per low bid 18-071-LG

- Please contact Joe Bechtold 48 hours prior to delivery. He is reachable at 630-407-6931

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

- Email completed approved PO to Brian Kilduff

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

- FY2018 1500 3510 54120 $112,368.00
- DT-P-0129-18
- Transportation - 05/01/18
- County Board - 05/08/18

---

**Attachment:** Roesch Ford - Requisition (DT-P-0129-18 : BCR Automotive Group, LLC, d/b/a Roesch Ford)
# 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</th>
<th>Vendor #: 13282</th>
<th>Contract Term</th>
<th>Contract Total: $112,368.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCR Automotive Group, LLC D/B/A Roesch Ford</td>
<td>Joe Bechtold</td>
<td>One Time Delivery</td>
<td></td>
</tr>
<tr>
<td>Dept: Division of Transportation</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
<td></td>
</tr>
</tbody>
</table>

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

To furnish and deliver two (2) 2019 Ford F-550 4X4 SuperCab Chassis, outfitted as Dump Bodies for a contract total not to exceed $112,368.00.

### Reason for Procurement

To replace H-51 and H-59 which have 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 # 18-071-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
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Apr 11, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/19/18</td>
<td></td>
<td>4-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Furnish and deliver, Qty of 2, 2018 Ford F-550 4X4 Super Cab Chassis, 84" Cab to axle, outfitted as a Dump Bodies
Bid Opening: 4/9/2018
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>Roesch Commercial Vehicle Center (w/Monroe)</td>
<td>$112,368.00</td>
<td>$134,368.00</td>
</tr>
<tr>
<td>Freeway Ford Truck Sales (w/Auto Truck Group)</td>
<td>$115,510.00</td>
<td>$135,510.00</td>
</tr>
<tr>
<td>Kunes Country Auto Group (w/Monroe)</td>
<td>$119,292.00</td>
<td>$142,292.00</td>
</tr>
<tr>
<td>Sutton Ford Inc. (w/Auto Truck Group)</td>
<td>$138,892.40</td>
<td>$148,892.40</td>
</tr>
</tbody>
</table>

NJPA cooperative pricing: (W/Knapheide)
NJPA does not offer direct trade-in service
$156,456.84

Bid opening attended by: [Signature] 4/12/16
Catlyn Hicks, DuPage Finance
Larry Gammel, DuPage County Buyer

Invitations: 27
Potential Bidders Requesting Bid Documents: 10
Total Bid Responses Received: 4

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 $50,000, 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.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, understood, and signed this form.

Authorized Signature

Printed Name
Title
Date

Packet Pg. 33
AWARDING RESOLUTION
ISSUED TO CURRAN MATERIALS COMPANY
TO FURNISH AND DELIVER UPM BITUMINOUS COLD PATCH
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $25,000.00)

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 Curran Materials Company, to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, is hereby approved for issuance to Curran Materials Company, 286 Memorial Court, Crystal Lake, Illinois 60017, for a contract total not to exceed $25,000.00; per renewal option under bid award 17-092-GV, first of three options to renew.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

DT-P-0128-18

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

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>CONTRACT TOTAL AMOUNT</td>
<td>CONTRACT TERM</td>
<td>REQUESTING DEPT.</td>
</tr>
<tr>
<td></td>
<td>$25,000.00</td>
<td>07/01/18-06/30/19</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>Date/Time</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>04/18/2018 11:16 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>04/18/2018 11:18 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>04/18/2018 11:46 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>James McGuire</td>
<td>04/19/2018 8:24 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>04/24/2018 6:12 PM</td>
<td>Completed</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>04/25/2018 9:53 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>05/01/2018 10:00 AM</td>
<td>Completed</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>05/08/2018 8:00 AM</td>
<td>Pending</td>
</tr>
<tr>
<td>County Board</td>
<td>05/08/2018 10:00 AM</td>
<td>Pending</td>
</tr>
</tbody>
</table>
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Curran Materials Company  
  **Vendor #:** 26762  
  **Attn:** Kathy Shoevin  
  **Email:** kshoevin@currancontracting.com  
  **Address:** 286 Memorial Court  
  **City:** Crystal Lake  
  **State:** IL  
  **Zip:** 60017  
  **Phone:** 815-455-5100 Ext 303  
  **Fax:** 815-455-7894

### 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:**

### Ship To:
- **Dept:** Division of Transportation  
  **Division:** Highway Maintenance  
  **Attn:** Darcie Garza  
  **Email:** darcie.garza2@dupageco.org  
  **Address:** 140 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-6906  
  **Fax:** 630-407-6921

### Payment Terms:
- **PER 50 ILCS 505/1**  
  **Destination**  
  **F.O.B.**  
  **PO 20 Delivery Date**  
  **Requisitioner**  
  **Contract Administrator**  
  **Contract Start Date**  
  **Contract End Date**  
  **Use for**  
  **PO25 only**

### Use for:
- **Contract Administrator**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension | Requisition Total
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | UPM BITUMINOUS COLD PATCH |  | 1500 | 3510 | S2270 | 25,000.00 | 25,000.00 | $ 25,000.00

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

```
THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER UPM BITUMINOUS COLD PATCH, FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019 PER LOW BID 17-092-GV OPTION TO RENEW.

THIS IS THE FIRST OF THREE OPTIONAL RENEWALS.

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

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

```
EMAIL COMPLETED APPROVED PO TO KATHY SHOEVIN
```

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

```
FY2018 1500 3510 S2270 $15,000.00
FY2019 1500 3510 S2270 $10,000.00

DT-P-0128-18
Transportation - 05/01/18
County Board - 05/08/18
```

---

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Curran Materials Company</th>
<th>Vendor #: 26762</th>
<th>Contract Term: 7/1/2018 - 6/30/2019</th>
<th>Contract Total: $25,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To furnish and deliver UPM Bituminous Cold Patch, for a contract total, not to exceed $25,000.00

**Reason for Procurement**
UPM Bituminous Cold Patch is used by Highway Maintenance to patch pot holes and for other pavement repairs.

**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)
- [X] RENEWAL, Enter Bid # 17-092-GV (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 (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>Date</th>
<th>It Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Apr 17, 2018</td>
<td></td>
<td></td>
<td>4/17/18</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>4/18/18</td>
<td></td>
<td>4/19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Curran Materials Company, of 286 Memorial Court, Crystal Lake, IL 60014, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-092-GV which became effective July 1, 2017, and which will expire June 30, 2018. The contract is subject to an 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 July 1, 2018 and expires June 30, 2019 contingent upon any applicable Parent Committee and County Board approval.

CURRAN MATERIALS COMPANY

Signature on File

Signature on File

Mike Leopardo
Vice President

Glenda Vasak
Buyer II

Packet Pg. 38
# Required Vendor Ethics Disclosure Statement

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

**Company Name:** Curran Materials Company  
**Company Contacts:** Mike Leopardo

**Contact Phone:** 815-466-5100  
**Contact Email:** estimaging@currancontracting.com

**Date:** 4/13/18

**Bid Contract #:** 2610-0001 SERV

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to an existing contract, or (2) or more individual contracts with the County, requiring an aggregate amount or in excess of $50,000, shall provide a Procurement Disclosure, or an updated version of the disclosure, within the current and previous calendar year to any DuPage County Board member, county board chairman, or county board 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 each multi-year contract and prior to any change of 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 control subsidiaries and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

---

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

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

**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 a new version of this disclosure form is required:

- If information changes within five (5) days of change or prior to any public 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.
- Will not require the 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.dupagecounty.com/ethics

**Hereby acknowledged**

**Authorized Signature**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Leopardo</td>
<td>Vice President</td>
<td>April 13, 2018</td>
</tr>
</tbody>
</table>

**Packet Pg. 39**

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THOMAS ENGINEERING GROUP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES
2018 BRIDGE INSPECTION PROGRAM
UPON REQUEST - VARIOUS LOCATIONS
SECTION 18-BRIDGE-06-EG
(CONTRACT TOTAL NOT TO EXCEED $90,000.00)

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

WHEREAS, the COUNTY requires Professional Engineering Services for the 2018 Bridge Inspection Program, Section 18-BRIDGE-06-EG; and

WHEREAS, Thomas Engineering Group, LLC (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering services, and is willing to perform the required services for an amount not to exceed $90,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Thomas Engineering Group, LLC be hereby accepted and approved for a contract total not to exceed $90,000.00 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 Thomas Engineering Group, LLC, 55 West 22nd Street, Suite 300, Lombard, Illinois 60148, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 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>THROUGH 06/30/20</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong> $90,000.00</td>
<td><strong>REQUESTING DEPT.</strong></td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

- Eva Hitchcock  
  Completed  04/19/2018 7:15 AM

- Christopher Snyder  
  Completed  04/19/2018 7:59 AM

- Kathy Ostrowski  
  Completed  04/20/2018 4:54 PM

- James McGuire  
  Completed  04/23/2018 10:05 AM

- Paul Rafac  
  Completed  04/24/2018 6:07 PM

- Tom Cuculich  
  Completed  04/25/2018 9:38 AM

- Kathy Ostrowski  
  Completed  04/26/2018 11:51 AM

- Transportation Committee  
  Completed  05/01/2018 10:00 AM

- Finance Committee  
  Pending  05/08/2018 8:00 AM

- County Board  
  Pending  05/08/2018 10:00 AM
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

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<table>
<thead>
<tr>
<th>Vendor: Thomas Engineering Group, LLC</th>
<th>Vendor #: 12743</th>
<th>Contract Type: Through 06/30/20</th>
<th>Contract Total: $90,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

Professional Engineering Services upon request of the Division of Transportation for the 2018 Bridge Inspection Program, Section 18-BRIDGE-06-EG.

**Reason for Procurement**

See attached decision memo

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**FUNDING SOURCE**

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

- [ ] Budget Transfer (Date) Add'l Information

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**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:

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

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

---

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

-  EMH  
  Apr 13, 2018  
  Prepared By  
  Date  
  Recommended for Approval  
  Date  
  IT Approval, if required  
  Date

---

**REVIEWED BY (Initials Only)**

-  4-23-18  
  Buyer  
  Date  
  Procurement Officer  
  Date

-  4-24-18  
  Chief Financial Officer (Decision Memos Over $25,000)  
  Date  
  Chairman's Office (Decision Memos Over $25,000)  
  Date

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

Date: __________
MinuteTraq (IQM2) ID #: __________
Department Requisition #: __________

<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: Thomas Engineering Group</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 a contract for professional bridge inspection services for the inspection of roadway and path bridges.

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

The County is required according to the National Bridge Inspection Standards (NBIS) and federal law, to inspect and report the condition of its bridges to the Illinois Department of Transportation (IDOT) who maintains a database of all bridges within Illinois. This database is part of the National Bridge Inventory (NBI), and is administered by the Federal Highway Administration. Bridge inspectors are required to have and maintain specific qualifications under the NBIS.

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

In order to perform various tasks for various bridge inspections, it will be more cost effective to perform these tasks under a various type contract. The other option would be to have multiple bridge inspection contracts which would take additional staff time to manage.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 22 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Thomas Engineering Group 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 bridge inspection contract to Thomas Engineering Group. Other options would be to award a bridge inspection contract to another firm or to perform the work utilizing in-house staff. The project involves inspecting over 40 County bridges at various locations. It will be necessary to assign at least two persons to this project. The DOT does not have the available staffing to assign full time to this single project and still make progress on other project assignments. The use of a consultant is recommended as the most cost effective means to provide the required bridge inspection service for this project. The DOT reviewed the capabilities of several firms pre-qualified by IDOT for this work. Thomas Engineering Group has qualified personnel readily available to perform the bridge inspections and the DOT feels it is in the best interest of the County to award a contract to Thomas Engineering Group. 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 FY 18 fiscal impact for this contract is anticipated to be $30,000.00. The DOT has sufficient funds in our FY 18 budget to pay for this contract. The remaining balance of $60,000.00 will be accounted for in future budgets.

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
THOMAS ENGINEERING GROUP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES
2018 BRIDGE INSPECTION PROGRAM
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 18-BRIDGE-06-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 Thomas Engineering Group, LLC, licensed to do business in the State of Illinois, with offices at 55 West 22nd Street, Suite 300, Lombard, Illinois 60148; (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.”

RECIPIENTS

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 engineering services to perform bridge inspections at various locations upon request, Section No. 18-BRIDGE-06-EG (hereinafter referred to as “Work Orders”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services upon request for a total amount not to exceed $90,000.00; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design and is incorporating said design into all Projects. The CONSULTANT acknowledges the necessary resources to comply with the
Environmental Roadway Design in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has adopted a DuPage County Healthy Roads Initiative pursuant to COUNTY Resolution DT-0033-04, incorporated herein by reference and as amended from time to time and transportation projects are required to conform to the Resolution. The CONSULTANT acknowledges the necessary resources to comply with the DuPage County Healthy Roads Initiative 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 including, but not limited to, bridge inspection services as referenced on Exhibit A attached hereto and incorporated herein are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).
2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

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

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

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

3.0 NOTICE TO PROCEED

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

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while
engaged by the CONSULTANT in the Scope of work for the COUNTY.

5.0 TIME FOR PERFORMANCE

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

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

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $90,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

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

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

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

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

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

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

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

8.0 CONSULTANT’S INSURANCE

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

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

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

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

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of
death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

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

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

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
26.2 The CONSULTANT’S key personnel specified in the AGREEMENT (Alan C. Hasler, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

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

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

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

COUNTY OF DUPAGE

THOMAS ENGINEERING GROUP, LLC

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

ATTEST BY: ___________________________
Paul Hinds, County Clerk

Signature on File

Signature on File

Packet Pg. 66
April 9, 2018

Mr. Paul Krueger, P.E.
Chief Highway Engineer
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187

Re: Bridge Inspection Scope of Services
2018 Various Bridge Inspection Services
Section: 18-BRDGE-06-EG

Dear Mr. Krueger:

Thomas Engineering Group, LLC (TEG) respectfully submits this scope of professional services for the above referenced bridge inspection project. The scope of work generally includes the inspection of various bridges within DuPage County at the request of the DuPage County Division of Transportation (DOT). All inspections will be performed according to the National Bridge Inspection Standards (NBIS). The following list of services includes all services TEG anticipates may be part of this contract. The actual scope of services will be according to individual work orders issued by the DOT.

- Perform routine visual, underwater, special, element level or in-depth bridge inspections as required for each structure.
- Procure and coordinate equipment and/or services for bridge access and maintenance of traffic.
- Secure railroad right-of-entry agreements/permits and railroad flagging services.
- Prepare and submit required inspection reports to the DOT for signature and submit approved reports to IDOT.
- Prepare and submit inspection summary memos for each structure including a summary of the existing structure, a narrative of inspection findings, recommendations for future maintenance and photographs.
- Define bridge elements and quantities for element level inspections.
- Perform bridge scour evaluations
- Other inspection related services as agreed upon by the DOT and TEG.

Work on this contract will not begin until TEG receives notice to proceed by the DuPage County DOT. All work will be performed and reports submitted prior to their due dates unless otherwise agreed.

If you have any questions or require additional information, please call me at (630) 210-6924 or by e-mail at alanh@thomas-engineering.com.

Sincerely,

Thomas Engineering Group, LLC

Signature on File

Alan C. Hasler, P.E.
Project Manager
EXHIBIT B

(Left Intentionally Blank)
EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Thomas Engineering Group, LLC
PROJECT: Various Bridge Inspection, 18-BRIDGE-06-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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<tbody>
<tr>
<td></td>
<td>Minimum</td>
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</tr>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Project Manager/Senior Resident Engineer</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Business Administration Head</td>
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</tr>
<tr>
<td>Project/Resident Engineer V</td>
<td>$60.00</td>
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</tr>
<tr>
<td>Chief Surveyor</td>
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</tr>
<tr>
<td>Project/Resident Engineer IV</td>
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<tr>
<td>Project/Resident Engineer III</td>
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<tr>
<td>Project/Resident Engineer II</td>
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</tr>
<tr>
<td>Design/Construction Engineer I</td>
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<tr>
<td>Senior Technician</td>
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<tr>
<td>Technician</td>
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</tr>
<tr>
<td>Marketing Assistant</td>
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<tr>
<td>Intern</td>
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<td>$20.00</td>
</tr>
</tbody>
</table>

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

Signature on File

Signature of Authorized Agent for CONSULTANT: ________________________________
Type: ________________________________
Date: 4/3/2018

Approved By COUNTY: ________________________________
Signature on File
Date: 4/29/18

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.
## Direct Costs Check Sheet

### COMPANY NAME: Thomas Engineering Group

**PTBNUMBER:**

**TODAY'S DATE:** 4/15/2018

### Item | Allowable | Utilize W.O. | Quantity | Contract Rate | Total
---|---|---|---|---|---
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | X | | $0.00 | $0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost (Up to state rate maximum) | X | | $0.00 | $0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost | X | | $0.00 | $0.00
Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | X | | $0.00 | $0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | X | | $0.545 | $0.00
Vehicle Owned or Leased | $32.50/half day (4 hours or less) or $65/full day | X | | $0.00 | $0.00
Vehicle Rental | Actual cost (Up to $55/day) | X | | $0.00 | $0.00
Tolls | Actual cost | X | | $0.00 | $0.00
Parking | Actual cost | X | | $0.00 | $0.00
Overtime | Premium portion (Submit supporting documentation) | X | | $0.00 | $0.00
Shift Differential | Actual cost (Based on firm's policy) | X | | $0.00 | $0.00
Overnight Delivery/Postage/Courier Service | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Copies of Deliverables/Mylars (In-house) | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Copies of Deliverables/Mylars (Outside) | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Project Specific Insurance | Actual cost | X | | $0.00 | $0.00
Monuments (Permanent) | Actual cost | X | | $0.00 | $0.00
Photo Processing | Actual cost | X | | $0.00 | $0.00
2-Way Radio (Survey or Phase III Only) | Actual cost | X | | $0.00 | $0.00
Telephone Usage (Traffic System Monitoring Only) | Actual cost | X | | $0.00 | $0.00
CADD | Actual cost (Max $15/hour) | X | | $0.00 | $0.00
Web Site | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Advertisements | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Public Meeting Facility Rental | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Public Meeting Exhibits/Renderings & Equipment | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00
Recording Fees | Actual cost | X | | $0.00 | $0.00
Transcriptions (specific to project) | Actual cost | X | | $0.00 | $0.00
Courthouse Fees | Actual cost | X | | $0.00 | $0.00
Storm Sewer Cleaning and Televilling | Actual cost (Requires 2-3 quotes with IDOT approval) | X | | $0.00 | $0.00
Traffic Control and Protection | Actual cost (Requires 2-3 quotes with IDOT approval) | X | | $0.00 | $0.00
Aerial Photography and Mapping | Actual cost (Requires 2-3 quotes with IDOT approval) | X | | $0.00 | $0.00
Utility Exploratory Trenching | Actual cost (Requires 2-3 quotes with IDOT approval) | X | | $0.00 | $0.00
Testing of Soil Samples* | Actual cost | X | | $0.00 | $0.00
Lab Services* | Actual cost (Provide breakdown of each cost) | X | | $0.00 | $0.00
Equipment and/or Specialized Equipment Rental* | Actual cost (Requires 2-3 quotes with IDOT approval) | X | | $0.00 | $0.00
Railroad Permitting, Liability Insurance & Flaggers | Actual cost (Submit supporting documentation) | X | | $0.00 | $0.00

### TOTAL DIRECT COST

$0.00

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

**Legend:**

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

**Printed 4/13/2018**

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**Attachment:** Thomas Engineering Group, LLC - Agreement (DT-P-0124-18 : Thomas Engineering Group, LLC)
EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____________________________ hereby
notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need
to reassign staff for the _____________________________ project, Section
No. ___________________.

Position: __________________________

Person: __________________________

Effective date: ___________________

Reason for requesting change:

Proposed Replacement: ____________________________ (attach
resume)
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: Thomas Engineering Group, LLC
Company Contact: Thomas E. Gill, III
Contact Phone: 855-533-1700
Contact Email: tomg@thomas-engineering.com

Bid/Contract/PO #: 18-BRDGE-06-EG

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

Printed Name: Thomas E. Gill
Title: President
Date: 4-3-2018

Signature on File

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Requisition 25k and over

DT-P-0125-18

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HEY AND ASSOCIATES, INC.
PROFESSIONAL LANDSCAPE DESIGN AND
CONSTRUCTION SUPERVISION SERVICES
VARIOUS COUNTY HIGHWAY PROJECTS
SECTION 18-LDSCP-04-EG
(CONTRACT TOTAL NOT TO EXCEED $60,000.00)

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 Landscape Design and Construction
Supervision Services for various County Highway projects, Section 18-LDSCP-04-EG; and

WHEREAS, Hey and Associates, Inc. (hereinafter referred to as CONSULTANT) has
experience and expertise in this area and is in the business of providing such professional landscape
design and construction engineering services, and is willing to perform the required services for an
amount not to exceed $60,000.00; 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 Hey and Associates, Inc. be hereby accepted and
approved for a contract total not to exceed $60,000.00 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 Hey and Associates, Inc., 8755 West Higgins Road, Suite 835, Chicago, Illinois
60631, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

DT-P-0125-18

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

SOLICITATION METHOD FOR SOURCE SELECTION

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

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<thead>
<tr>
<th>Name</th>
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<tr>
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<tr>
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<td>Completed</td>
<td>05/01/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 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>Vendor: Hey and Associates, Inc.</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Tim Polloway</td>
<td>Attn: Paul Krueger</td>
</tr>
<tr>
<td>Email: <a href="mailto:Tpollow@heyassoc.com">Tpollow@heyassoc.com</a></td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 8755 W. Higgins Road, Suite 835</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Chicago</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60631</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 773-693-9200</td>
<td>Phone: 6900</td>
</tr>
<tr>
<td>Fax: 773-693-9202</td>
<td>Fax:</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
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<tr>
<td>Vendor:</td>
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<td>Attn:</td>
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<td>Email:</td>
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<td>Phone:</td>
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<td>Fax:</td>
<td>Fax:</td>
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</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Use for PO25 only</td>
<td>Use for PO25 only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for PO25 only</th>
<th>Eva Hitchcock</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td></td>
<td></td>
<td>Jun 30, 2020</td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>18-LDSCP-04-EG</td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td>60000</td>
<td>60000</td>
<td>60000.00</td>
<td>60000.00</td>
</tr>
</tbody>
</table>

**Requisition Total** $ 60,000.00

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

Professional Landscape Design and Construction Supervision Services, Section 18-LDSCP-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-0125-18
Transportation - 05/01/18
County Board - 05/08/18

---

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

---

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

**Procurement Services Division**

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

---

<table>
<thead>
<tr>
<th>Vendor: Hey and Associates, Inc.</th>
<th>Vendor #: 10705</th>
<th>Contract Term: Through 06/30/20</th>
<th>Contract Total: $60,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

Professional Landscape Design and Construction Supervision Services, Section 18-LDSCP-04-EG

### Reason for Procurement

See attached decision memo

---

**FUNDING SOURCE**

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

---

**DECISION MEMO NOT REQUIRED**

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

---

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

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

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMH</td>
<td>Apr 13, 2018</td>
<td></td>
<td>4/18/18</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>4-23-18</td>
<td></td>
<td>4-23-18</td>
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</tbody>
</table>

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

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## 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: Hey and Associates, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

The Division of Transportation (DOT) requires Landscape Design and Inspection Services for landscape projects as well as supervision of our landscape maintenance contract.

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

The DOT contracts for the installation of landscaping along recently completed roadway reconstruction and/or widening projects on an as-needed basis. We do not have in house expertise to prepare plans and the services of a Landscape Architect are required for these contracts. In addition, the DOT contracts for the maintenance of previously installed landscaping along the County Highway system and requires inspection services to direct and oversee the work performed by our landscape maintenance contractor.

**Strategic Impact**

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

In order to perform landscape design and construction oversight work on various projects, it is more cost effective to hire one firm under one contract. By combining the various landscape projects under one contract, staff will not have to negotiate, manage and track multiple landscape contracts for multiple projects.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 7 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Hey and Associates, Inc. is most qualified and has the staff available to perform the work on behalf of the County.

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

The DOT does not possess the staff expertise necessary to develop landscape plans and there is insufficient annual work to justify having a full time individual with this specialized training. It is the opinion of staff that working with a number of different firms on individual projects would be time consuming and waste staff time unnecessarily. The DOT reviewed the qualifications of several firms and has determined that Hey and Associates, Inc. is qualified and has the staff available to perform the work on behalf of the County on an as-needed basis.

**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 $20,000.00. The DOT has included sufficient funds in our proposed FY18 budget to pay for this contract. The remaining balance of $40,000.00 will be accounted for in future budgets.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HEY AND ASSOCIATES, INC.
FOR PROFESSIONAL LANDSCAPE DESIGN AND
CONSTRUCTION SUPERVISION SERVICES
FOR VARIOUS COUNTY HIGHWAY PROJECTS
SECTION NO. 18-LDSCP-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 (hereinafter referred to as the COUNTY) and Hey and Associates, Inc., licensed to do business in the State of Illinois, with offices at 8755 W. Higgins Road, Suite 835, 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 landscape design and construction supervision services for various County Highway projects, Section No.: 18-LDSCP-04-EG (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 landscape design and construction supervision services and is willing to perform the required services for an amount not to exceed $60,000.00; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services 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 that will be developed on a project-by-project basis. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

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

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its subcontractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

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

3.0 NOTICE TO PROCEED

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

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in
accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days 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 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2020, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables assigned on a project-by-project basis.

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 $60,000.00. This amount is a “not to exceed” amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
7.3 For work performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff, and/or the fee schedule(s) as incorporated herein. (The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant’s staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the 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 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at
http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 Each invoice shall summarize, as applicable for assigned work on a project-by-project basis, the tasks scheduled to be performed, tasks actually performed, reason for any difference between scheduled versus actual work performed, tasks scheduled for next period, items owed and from whom, the percentage complete for each task and status of budget and schedule. All invoices shall include a remittance address. The COUNTY shall not be required to pay more often than monthly and each invoice shall include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

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

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

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

7.9 Upon acceptance of all deliverables for assigned projects, 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 and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State’s Attorney, is to be appointed a
Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove the CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

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

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2020.
15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Hey and Associates, Inc.
8755 W. Higgins Road, Suite 835
Chicago, IL 60631
ATTN: Tim Followy, RLA ASLA
       Senior Landscape Architect
Phone: 773-693-9200
Facsimile: 773-693-9202
Email: tpollowy@heyassoc.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
26.3 The CONSULTANT shall require the 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

ATTEST BY:

PAUL HINDS, COUNTY CLERK

HEY AND ASSOCIATES, INC.

BY: Jeffrey A. Wickenkamp
NAME: Jeffrey A. Wickenkamp
TITLE: Vice President

ATTEST BY:

Signature on File

NAME: Timothy A. Fellows
TITLE: Sr. Landscape Architect

Signature on File
March 29, 2018

Mr. Paul Krueger, P.E., Chief Highway Engineer
DuPage County Division of Transportation
Jack T. Kruepfer Administration Building
421 N. County Farm Road
Wheaton, IL 60187

Project No.: 17-0479

Re: Various Landscape Design Services

Dear Mr. Krueger:

Hey and Associates, Inc. (Hey) is excited about the opportunity to work with the DuPage County Division of Transportation starting in 2018. Upon execution of a contract with DuPage County, Hey will provide the following scope of services for the duration of the contract.

- Oversight (Resident Engineering) of the current landscape maintenance contract including pay items such as weed control, planting, mulching, and related landscape items. Material testing is not required.
- Assisting with the development of contract plans/specifications for the 2020 landscape maintenance contract.
- Preparation of landscape plans/specifications for roadway projects.
- Other landscape-related tasks as assigned.

We look forward to working with you. If you need any additional information, please contact me at 773.693.9200 or spollowy@heyassoc.com.

Sincerely,

Signature on File

Tim Pollowy, PLA, ASLA
Senior Landscape Architect

EXHIBIT “A”

Page 1 of _
EXHIBIT B

(Left Intentionally Blank)
**EXHIBIT C**

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

**CONSULTANT:** Hey and Associates, Inc.  
**PROJECT:** 18-LDSCP-04-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>Administration</td>
<td>21.00</td>
<td>45.00</td>
</tr>
<tr>
<td>CAD Manager</td>
<td>32.03</td>
<td>45.00</td>
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<tr>
<td>Civil Engineer</td>
<td>27.88</td>
<td>50.00</td>
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<tr>
<td>Engineering Designer</td>
<td>46.77</td>
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<td>Engineering Technician</td>
<td>34.63</td>
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<tr>
<td>Environmental Scientist</td>
<td>23.24</td>
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<tr>
<td>Environmental Services Manager</td>
<td>44.11</td>
<td>55.00</td>
</tr>
<tr>
<td>Intern</td>
<td>15.00</td>
<td>20.00</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>26.81</td>
<td>45.00</td>
</tr>
<tr>
<td>President</td>
<td>70.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Soil Erosion and Sediment Ctrl. Spec.</td>
<td>27.89</td>
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</tr>
<tr>
<td>Sr. Erosion and Sediment Ctrl. Spec.</td>
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<td>Sr. Landscape Architect</td>
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</tr>
<tr>
<td>Sr. Civil Engineer</td>
<td>66.30</td>
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</tr>
<tr>
<td>Sr. Project Scientist</td>
<td>50.61</td>
<td>65.00</td>
</tr>
<tr>
<td>Vice President</td>
<td>70.00</td>
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<tr>
<td>Water Resources Specialist</td>
<td>26.44</td>
<td>45.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent  
for CONSULTANT:  
Date: 4/10/18

Approved By COUNTY:  
Date: 7/24/18
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE W/O ONLY</th>
<th>QUANTITY J/S ONLY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>x</td>
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<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
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<td>Tolls</td>
<td>Actual cost</td>
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<td>Parking</td>
<td>Premium portion (Submit supporting documentation)</td>
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<td>Overtime</td>
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<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
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<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>x</td>
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<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
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<td>Project Specific Insurance</td>
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<td>Memorials (Permanent)</td>
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<td>Photo Processing</td>
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<td>x</td>
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<td>2-Way Radio (Survey or Phase III Only)</td>
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<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
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<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
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<td>Web Site</td>
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<td>Advertisements</td>
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<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Rendings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and TVing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>x</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>x</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>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Expansory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>x</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>x</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>x</td>
<td></td>
<td>$0.00</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

$0.00
Required Vendor Ethics Disclosure Statement

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

Date: Apr 6, 2018
Bid/Contract/PO #: 18-LDSCP-04-EG

Company Name: Hey and Associates, Inc.
Contact Phone: 847-740-0888

Company Contact: Thomas L. Polzin
Contact Email: volo@heyassoc.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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<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>
<tbody>
<tr>
<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.

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>
<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

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: Thomas L. Polzin
Title: President
Date: 4/6/18

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

DT-R-0154-18

AWARDING RESOLUTION
TO SUPERIOR ROAD STRIPING, INC.
2018 PAVEMENT MARKING MAINTENANCE PROGRAM
SECTION 18-PVMKG-06-GM
(COUNTY COST: $419,359.00)

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 Marking Maintenance Program, Section 18-PVMKG-06-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>Superior Road Striping, Inc.</td>
<td>$419,359.00</td>
</tr>
<tr>
<td>Precision Pavement Marking, Inc.</td>
<td>$423,230.01</td>
</tr>
<tr>
<td>STF LLC d/b/a Traffic Control Company</td>
<td>$451,750.51</td>
</tr>
<tr>
<td>AC Pavement Striping Company</td>
<td>$659,896.50</td>
</tr>
<tr>
<td>Marking Specialist Corporation</td>
<td>$713,790.00</td>
</tr>
<tr>
<td>Roadsafe Traffic Systems, Inc.</td>
<td>$774,490.00</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 Superior Road Striping, Inc. for their submission of the lowest, most responsible bid in the amount of $419,359.00.

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 Superior Road Striping, Inc., 1980 North Hawthorne Avenue, Melrose Park, Illinois 60160 for their bid of $419,359.00; 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>$419,359.00</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
Resolution

DT-R-0154-18

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

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 Superior Road
Striping, Inc.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________________
PAUL HINDS, COUNTY CLERK
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

I hereby acknowledge:

Authorized Signature

Printed Name

Title

Date

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

DT-R-0149-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF WOODRIDGE
CH 31/87TH STREET AT WOODWARD AVENUE
SECTION NO.: 13-00253-01-CH
(COUNTY TO BE REIMBURSED; ESTIMATED $50,200.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Woodridge (hereinafter referred to as VILLAGE) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has prepared plans and specifications for improvements on CH 31/87th Street at Woodward Avenue, known as Section No.: 13-00253-01-CH (hereinafter referred to as PROJECT); and

WHEREAS, the VILLAGE has requested that the COUNTY incorporate certain sidewalk improvements along Woodward Avenue south of 87th Street as a part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights, responsibilities and financial obligations of the COUNTY and the VILLAGE related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the VILLAGE; and
Resolution

DT-R-0149-18

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE
AND
THE VILLAGE OF WOODRIDGE
CH 31/87TH STREET AT WOODWARD AVENUE
(INTERSECTION IMPROVEMENTS)
SECTION NO.: 13-00253-01-CH
(WOODWARD AVENUE SIDEWALK EXTENSION)

This Intergovernmental Agreement (hereinafter referred to as “AGREEMENT”) is entered into this ______ day of _________, 2017, 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 Village of Woodridge, (hereinafter referred to as the “VILLAGE”), a municipal corporation with offices at Five Plaza Drive, Woodridge, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to improve CH 31/87th Street at Woodward Avenue, County Section 13-00253-01-CH (hereinafter referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the VILLAGE has requested that the COUNTY incorporate certain sidewalk improvements along Woodward Avenue south of 87th Street (hereinafter referred to as the “WORK”) as a part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties’ mutual project cost and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois
Highway Code" (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the COUNTY and VILLAGE are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

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

1.0 INCORPORATION

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

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

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, intersection improvement, adding turn lanes and through lanes, street lighting, traffic signal modernization, water main relocation, and other appurtenant and necessary work. The PROJECT shall also include the WORK.

2.2. The WORK includes the installation of sidewalk on the west side of Woodward Avenue south of 87th Street that will end approximately 150 feet north of Clover Lane to match existing sidewalks. The WORK is intended to be designed and constructed to comply
with the United States Access Board’s Proposed Right of Way Accessibility Guidelines (PROWAG) related to sidewalk requirements.

3.0 RESPONSIBILITIES - JOINT

3.1. The parties agree to cooperate in and make every effort to cause the construction of the PROJECT.

3.2. The COUNTY and VILLAGE agree that the scope of WORK will be added to the contract documents for Section 13-00253-01-CH and said contract documents are incorporated into this AGREEMENT by reference. Exhibit A is attached hereto and incorporated herein by reference outlining the estimated cost to the VILLAGE for the WORK including design and construction engineering.

3.3. The COUNTY and VILLAGE agree that the contract documents for the PROJECT were prepared in an effort to minimize the need to relocate VILLAGE utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have been caused based on the information provided to the COUNTY from the VILLAGE, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the VILLAGE.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall be responsible for all PROJECT costs except as noted herein, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, permit processing except as noted in paragraph 5.3 hereinafter, and utility coordination except as noted in paragraph 3.3 hereinafore, and construction engineering for the PROJECT. Once the COUNTY has received notice from IDOT regarding the bids, the COUNTY shall provide notice to the VILLAGE of the bid amount related to the WORK. If, within fifteen (15) days of receipt of that information, the VILLAGE notifies the COUNTY
that it does not wish to proceed, the COUNTY shall not proceed with the WORK. In such case, the VILLAGE shall reimburse the COUNTY for any design engineering costs incurred by the COUNTY pursuant to paragraph 5.6 herein.

4.2. Both the COUNTY and VILLAGE agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the WORK and any problems encountered or changes recommended. No change order which affects the VILLAGE’s facilities, or VILLAGE cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the VILLAGE.

4.3. The COUNTY agrees, if necessary, to make arrangements for and apply for permits for PROJECT required adjustments, relocations and modifications, etc. to VILLAGE utility facilities, which are in conflict with the PROJECT at no expense to the VILLAGE.

4.4. The COUNTY will submit Pre-final Plans and Specifications for the PROJECT, including the WORK, to the VILLAGE for review. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the VILLAGE.

4.5. The COUNTY shall reimburse the VILLAGE for pass through consultant plan review and inspection fees concerning the stormwater permit as referenced in paragraph 5.1 hereinafter.

4.6. Upon completion of the PROJECT, the COUNTY shall continue to own, operate and maintain the traffic signal at Woodward Avenue and 87th Street (hereinafter referred to as “SIGNAL”) and shall provide and pay for all costs associated with the future maintenance and repair of the SIGNAL.
5.0 RESPONSIBILITIES OF THE VILLAGE

5.1. The VILLAGE agrees to waive VILLAGE administration fees for plan/stormwater permit reviews/inspections for the PROJECT. This waiver shall not include pass through consultant plan review and inspection fees, for which the COUNTY will reimburse the VILLAGE (estimated to be $7,500.00). The COUNTY agrees to reimburse the VILLAGE within sixty (60) days of receipt of a properly documented invoice from the VILLAGE.

5.2. The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. The COUNTY shall provide twenty four (24) hour notice when it will be entering VILLAGE property and commencing WORK and other PROJECT construction activities. Upon completion of the PROJECT, the right-of-entry shall terminate.

5.3. The VILLAGE agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing VILLAGE rights of way which are in conflict with the PROJECT at no expense to the COUNTY.

5.4. The VILLAGE agrees to reimburse the COUNTY one hundred (100%) percent of the construction costs for the WORK.

5.5. The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the WORK for construction engineering.

5.6. The VILLAGE agrees to reimburse the COUNTY for the actual design engineering cost for the WORK (estimated to be $4,000.00).

5.7. The VILLAGE agrees to pay the COUNTY fifty (50%) percent of the estimated VILLAGE cost as attached
hereto in Exhibit A upon award of the contract for
the PROJECT based upon as-bid unit prices for the
WORK. Upon completion of the WORK and based upon the
documentation of final costs and quantities,
submitted by the COUNTY and a final invoice, the
VILLAGE agrees to reimburse the COUNTY for the
balance of the estimated VILLAGE cost. All invoices
shall be paid within sixty (60) days of receipt of a
properly documented invoice from the COUNTY. If
necessary, the VILLAGE AND COUNTY shall conduct a
project walk through to determine any outstanding
items that need to be completed by the contractor
prior to final payment.

5.8. The VILLAGE agrees to pay for all monthly energy
costs for the SIGNAL upon completion of the PROJECT
and shall be invoiced directly by the energy provider
for the SIGNAL. The COUNTY and VILLAGE shall
mutually coordinate to assure the energy provider has
all necessary information to correctly invoice the
VILLAGE for all monthly energy costs. In the event
of erroneous billing, the COUNTY agrees to provide
whatever available documentation regarding the SIGNAL
that is needed to correct such billing errors.

5.9. In the event the WORK is completed by another party
prior to the letting/contract award referenced in
paragraph 4.1 herein, the VILLAGE shall notify the
COUNTY and the WORK shall be removed from the scope
of the PROJECT. If the COUNTY has incurred any
design engineering costs related to the WORK prior to
notice from the VILLAGE, the VILLAGE shall reimburse
the COUNTY pursuant to paragraph 5.6 herein.

6.0 FUTURE MODERNIZATION/RECONSTRUCTION

6.1. If, in the future, it is determined that the SIGNAL
requires modernization or reconstruction due to age,
condition, etc. or if the COUNTY improves CH 31/87th
Street which results in the need to modernize or
reconstruct the SIGNAL, the parties hereby agree to
share the cost of the improvement to the SIGNAL in
proportion to the number of approaches to the
intersection maintained by the respective parties
(currently the VILLAGE is responsible for one (1)
approach). Said future modernization/reconstruction
shall be the subject of a future agreement that will define the parties’ project and financial responsibilities. The parties agree that should either party receive federal, state or other funding granted for the modernization/reconstruction of said SIGNAL that said party(s) will equitably allocate such grant funds so as to mutually benefit each party in proportion to the number of street approaches to the intersection maintained by the respective party. Such agreement on modernization/reconstruction shall not change future responsibilities for payment to the energy provider for the signal (VILLAGE) and maintenance/repair (COUNTY) unless mutually agreed to by both parties.

7.0 MAINTENANCE

7.1. The VILLAGE agrees that it will be responsible for all maintenance of the WORK, following completion and acceptance of the same, and the COUNTY shall be responsible for all maintenance of the remainder of the PROJECT owned or under the jurisdiction of the COUNTY, as noted in Section 2.0.

8.0 INDEMNIFICATION

8.1 The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY’s negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

8.1.1 The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY’s
or any successor’s or assign’s authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

8.2 The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE’s negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

8.2.1 The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE’s or any successor’s or assign’s authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder
of this AGREEMENT or the parties rights and obligations provided for therein.

8.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’s participation in its defense shall not remove VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

8.4 Nothing contained herein shall be construed as prohibiting the VILLAGE, 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. The VILLAGE’s participation in its defense shall not remove COUNTY’s duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above.

8.5 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.

8.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’s and COUNTY’s indemnification under Section 8.0 hereof shall terminate when the PROJECT and WORK is completed and the VILLAGE assumes its maintenance responsibilities as set forth in paragraph 7.1 hereof.
9.0 GENERAL

9.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and improvements requested by the VILLAGE as a part of the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

9.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

9.3. In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the Village Administrator of the VILLAGE shall meet and resolve the issue.

9.4. At the pre-construction meeting for the PROJECT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

9.5. 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 in the same instrument.

10.0 ENTIRE AGREEMENT

10.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.
11.0 NOTICES

11.1 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, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Al Stonitsch
Village Administrator
Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517
Phone: 630.852-7000
Facsimile: 630.719.0021
Email: astonitsch@vil.woodridge.il.us

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

12.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

12.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

13.0 ASSIGNMENT

13.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
14.0 GOVERNING LAW

14.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14.2. The forum for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

15.0 SEVERABILITY

15.1 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.

16.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds
County Clerk

VILLAGE OF WOODRIDGE

Qira Cunningham-Picek, Mayor

ATTEST:

Joseph Kawann
Village Clerk
EXHIBIT A
ESTIMATE OF VILLAGE COST

Estimate of design engineering (includes survey) $ 4,000.00

Estimate of WORK construction costs: 42,000.00

Estimate of construction engineering (10% of WORK) 4,200.00

Total Estimate of VILLAGE COST: $50,200.00
Resolution
DT-R-0112-18

IMPACT FEE IMPROVEMENT CREDIT AGREEMENT
RT 83 & PLAINFIELD LLC
(WILLOWS CENTER 840 PLAINFIELD ROAD, WILLOWBROOK)

WHEREAS, RT 83 & PLAINFIELD LLC (hereinafter referred to as APPLICANT), is in the process of constructing a new supermarket facility in DuPage County which is subject to a Fair Share Road Improvement Impact Fee; and

WHEREAS, the APPLICANT will be making improvements to CH 31/Plainfield Road at Illinois Route 83 which are deemed to be "System Improvements" according to Ordinance ODT-021R-89 §4.28 (hereinafter referred to as ORDINANCE), for which the APPLICANT desires impact fee credits; and

WHEREAS, the APPLICANT has filed an impact fee application (AP170147) on March 21, 2017, under the ORDINANCE; and

WHEREAS, the County of DuPage and the APPLICANT desire to enter into a Fair Share Impact Fee Agreement, in accordance with the ORDINANCE §13.1-7; and

WHEREAS, the County Engineer has reviewed the attached Agreement and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk are hereby authorized to execute the attached Agreement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that three (3) copies of this Resolution and Agreement be sent to the APPLICANT, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
FAIR SHARE IMPACT FEE
ROAD IMPROVEMENT CREDIT AGREEMENT
18-01
RT 83 & PLAINFIELD LLC

For use in conjunction with DuPage County Ordinance ODT-021R-89

This Agreement, entered this ______ day of ________, 2018, by and between the County of DuPage, a body politic and corporate (hereinafter referred to as “COUNTY”), and RT 83 & PLAINFIELD LLC (hereinafter referred to as “FEE PAYER”).

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

WHEREAS, the FEE PAYER desires to obtain improvement credits against the impact fee imposed by the Ordinance, or any successor version thereof for any system improvements contributed, paid for or committed to by the FEE PAYER and received by the COUNTY in conjunction with their application for development approval; and

WHEREAS, the FEE PAYER and the COUNTY are desirous of entering into this Fair Share Fee Agreement to define the rights and obligations of the parties pursuant to the DuPage County Fair Share Road Improvement Impact Fee Ordinance, as amended; and

WHEREAS, the FEE PAYER is desirous of constructing a new commercial supermarket development within DuPage County Impact Fee Service Area 5; and

WHEREAS, the FEE PAYER has submitted Road Improvement Impact Fee Application #AP170147 pursuant to the Ordinance and the COUNTY has determined that the FEE PAYER owes impact fees totaling $90,863.00 for the development (see Exhibit A); and

WHEREAS, the County Engineer has determined that the proposed engineering and construction at IL 83 and Plainfield Road are “System Improvements” and are capacity enhancements that are in the interest of the County and the State of Illinois; and

WHEREAS, it is in the interest of the COUNTY that the FEE PAYER accomplish the improvements in accordance with COUNTY and STATE roadway construction standards; and

WHEREAS, the County Engineer has determined that the recommended improvements are system improvements and are therefore eligible for impact fee credits.

IT IS, THEREFORE, agreed by and between the FEE PAYER and the COUNTY as follows:

1. The parties agree that the foregoing recitals are fully incorporated by reference as if fully set forth herein.
2. The COUNTY shall:
   a. Provide the FEE PAYER with a credit against the impact fee for this development in the total amount not to exceed the amount due of $90,863.00, as shown in Exhibit A.
   b. Provide said credit to the FEE PAYER for applicable costs related to the roadway improvement, roadway design, engineering and construction as shown in Exhibit B provided that the FEE PAYER complies with the stipulations outlined in Section 3 below.

3. The FEE PAYER shall complete the forms attached in Exhibit C and:
   a. Inform the County of any change in address. The official mailing address of the FEE PAYER at the time of the executed agreement is: RT 83 & PLAINFIELD LLC, 4333 S Pulaski, Chicago, IL 60632.
   b. Provide the COUNTY sets of roadway and signal plans as well as plat of survey as specified by the COUNTY.
   c. Receive approvals from the Illinois Department of Transportation (IDOT) for the roadway and signal plans in compliance with the schedule of plan submittal required by IDOT.
   d. Use a contractor prequalified by the Illinois Department of Transportation as the prime contractor for the system improvements at the intersection of IL 83 and Plainfield Road and along Plainfield Road (CH 31).
   e. Provide the COUNTY with a copy of the bid tabulations and construction contract sent to the Illinois Department of Transportation.
   f. Provide the COUNTY with copies of construction invoices for all material and labor as provided IDOT.
   g. Provide the COUNTY with final detailed construction quantities and prices as provided IDOT.
   h. Secure the applicable DuPage County highway permit(s) to construct the roadway improvements presented under this agreement.

4. If the FEE PAYER fails to construct the proposed system improvements within 24 months of the execution of the Agreement, the FEE PAYOR shall owe the impact fee of $90,863.00 to the County of DuPage without any credit against said impact fee.

5. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

6. This Agreement shall remain in full force and effect until this Ordinance has been repealed. This Agreement shall remain in full force and effect if the COUNTY repeals the Ordinance and enacts a similar Ordinance.
7. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

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

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

IN WITNESS WHEREOF, the undersigned FEE PAYER and the COUNTY have caused this Agreement to be duly executed and the COUNTY has attached hereto a copy of the memorandum authorizing the signing official to execute this Agreement.

RECOMMENDED FOR APPROVAL

______________________________
Christopher Snyder, P.E.
County Engineer

COUNTY:
The COUNTY OF DUPAGE, a body Politic of the State of Illinois

COMPANY:
Rt. 83 & PLAINFIELD LLC

______________________________
Donald Puchalski, Chairman
Transportation Committee
DuPage County Board

By:

______________________________
Daniel J. Cronin, Chairman
DuPage County Board

Signature on File

By:

______________________________
James Dremonas,
President

Packet Pg. 128
Exhibit A - Impact Fee Assessment

**Invoice**

DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
630.407.6900

To: Peter Michael Realty Inc  
4333 S Pulaski  
Chicago, IL 60632

Contact: Eugene Grzynkowicz  
773-908-5145

Date: 03/16/18  
Invoice #: AP170147  
IF District: 9

**Impact Fee Charges**

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<td></td>
<td>840 Plainfield Road</td>
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<td>126.80</td>
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Subtotal $203,833.20

**Impact Fee Credits**

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</table>

Subtotal $112,970.20

Total $90,863.00

Make all checks payable to DuPage County Treasurer  
Thank you for your business!
Exhibit B - Scope of Improvements and Creditable Work

System improvements to be credited

Existing condition, IL 83 at Plainfield Road >>

Attachment: Rt 83 & Plainfield LLC (DT-R-0112-18 : Impact Fee Credit Agreement)
## Exhibit B - Scope of Improvements and Creditable Work - continued

**ENGINEER'S OPINION OF PROBABLE COST**

**PLAINFIELD ROAD ITEMS**
Based on Proposed Improvements for Illinois Route 83 and Plainfield Road, Latest Date 11-2-17
February 1, 2018

### Item # | Description | DUDOT QTY | UNIT | Unit Price | DUDOT Total |
<table>
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**7** PAVEMENT WIDENING (P" PCC BASE COURSE, N70 BINDER, 2.25" AND N70 SURFACE 1.75")

### Item # | Description | DUDOT QTY | UNIT | Unit Price | DUDOT Total |
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**8** LEVEL BINDER

### Item # | Description | DUDOT QTY | UNIT | Unit Price | DUDOT Total |
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<td>$1.90</td>
<td>$973.40</td>
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<td>50</td>
<td>LUMINARIES LED HORIZONTAL MOUNT 3.1/2&quot; WATT</td>
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<td>$700.00</td>
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<td>51</td>
<td>FULL ACTUATED CONTROLLER &amp; TY IV CABINET SPL</td>
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<td>LF</td>
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<td>$1,685.61</td>
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<td>58</td>
<td>ECC SERVICE NO 4 2C</td>
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<td>59</td>
<td>ECC EQUIPMENT GROUNDING CONDUCTOR NO 6 1C</td>
<td>773</td>
<td>LF</td>
<td>$1.16</td>
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<td>60</td>
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<td>62</td>
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<td>EACH</td>
<td>$12,950.00</td>
<td>$12,950.00</td>
</tr>
</tbody>
</table>
EXHIBIT C

CONTACT INFORMATION

Applicant or Appointed Representative: Eugene Grzynkowicz
Company:          Rt. 83 and Plainfield LLC
Address:          4333 S Pulaski
City:            Chicago     State:  IL     Zip:  60632
Phone:          773-908-5145

IMPACT FEE INFORMATION

Impact Fee Application #:    AP170147
Impact Fee Forms Completed?: Yes
Impact Fee Paid?:       Not Required, Waived per Agreement

PROJECT INFORMATION

County Highway #:    31
County Highway Section #:    NA
Limits:          Plainfield Road from 840 Plainfield Road to West of IL 83
Length of Project: ~1,200 feet
Estimated Cost of Improvements¹:  $737,613 (see Exhibit B for creditable areas)
Actual Cost of Improvements for which Credit is being sought²:    $90,863 (max allowable)
Is Property Being Dedicated as Part of Improvement?: No
Total Fair Market Value of Property Dedication³:    NA

¹ Estimated cost of improvements based on engineer’s estimate submitted for work to be performed.
² Actual cost of improvements approved for the final completed and approved project.
³ This should be based upon an appraisal from a qualified appraiser that has been approved by the County. The County retains the right to hire its own appraiser and to negotiate fair market value. If there are multiple components of the dedication, please show the total value of all components.
OTHER ACTION ITEM
17-18-505

DT-R-0601A-16

AMENDMENT TO RESOLUTION DT-R-0601-16
TO DAVIS CONCRETE CONSTRUCTION COMPANY
FOR 2016 SIDEWALK IMPROVEMENTS
SECTION 16-SDWLK-02-SW
(TO INCREASE CONTRACT BY: $56,528.06; +13.15%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0601-16 on September 13, 2016; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0601-16 to Davis Concrete Construction Company for the 2016 Sidewalk Improvements Program, Section 16-SDWLK-02-SW; and

WHEREAS, Resolution DT-R-0601-16 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>1500-3550-54050</td>
<td>$429,872.43</td>
</tr>
</tbody>
</table>

; and

WHEREAS, during the course of construction, actual field conditions warranted changes to the contract; 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-0601-16 is hereby amended to reflect a final cost of $486,400.49 instead of and in place of a cost of $429,872.43 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>1500-3550-54050</td>
<td>$486,400.49</td>
</tr>
</tbody>
</table>

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Engineer’s Estimate of Construction Cost: $465,344.00

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Concrete Construction Company</td>
<td>$429,872.43</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>$459,585.40</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>$462,715.50</td>
</tr>
<tr>
<td>Triggi Construction, Inc.</td>
<td>$478,199.75</td>
</tr>
<tr>
<td>Novilla, LLC</td>
<td>$512,888.00</td>
</tr>
<tr>
<td>Alliance Contractors, Inc.</td>
<td>$537,283.68</td>
</tr>
</tbody>
</table>

Current Contract Amount: $429,872.43
Increase this Resolution: $56,528.06
Percent of Change: +13.15%

Increase to Date: $56,528.06
Percent of Change: +13.15%

Reason for Change:

Replace Traffic Signal Controller & UPS at Mill St./Diehl Rd. $35,790.51
The contract included two (2) additional pedestrian crossings at the intersection. To ensure the safety of pedestrians when crossing, the signals needed to be modified to include pedestrian signals and phases. During construction, it was determined that the older signal controller and cabinet could not accommodate these additions. A new controller/cabinet was requested.

Additional PCC Driveway Pavement 7” $16,607.25
Contract plans showed certain existing driveways as being asphalt. In fact they were actually concrete. As such the quantity for this item had to be increased.

Miscellaneous Pay Item Revisions $4,130.30
Various contract pay items that slightly exceeded plan quantity totals.

Net Addition: $ 56,528.06
New Contract Total Amount: $486,400.49
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: Davis Concrete Construction
Contact Phone: (708) 388-1100

Company Contact: Chris Davis
Contact Email: chrisdavis@davisconcrete.com

Date: 4/20/18
Bid/Contract/PO #: 6.J.b

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 read and understand the above information.

Authorized Signature

Printed Name
Christopher Davis

Title
Corporate Secretary

Date
April 20, 2018

Signature on File

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

TO: Transportation Committee

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

RE: Powis Road & IL 64 (North Avenue) Section 17-00315-03-CH

DATE: May 1, 2018

Due to differences in design plans and/or actual field conditions, quantities for certain items had to be increased and/or added as follows:

**Contract Prices:**

Add $4,808.50 – Added 6’ Diameter Manhole. Plans indicated a 48” diameter elbow not included as a pay item. It is more cost effective to use a manhole in place of the elbow.

Deduct ($609.91) – Removing Manholes

**Agreed Prices:**

Add $6,496.34 – Force account to remove a junction chamber. Plans indicated a manhole to be removed. Upon excavating to remove the manhole it was determined to be a junction chamber.

Approximately $10,862.75 over contract cost to date (0.60%)

**Contract Awarded Amount - $1,796,687.74**

Note: Per DT-R-0272-17, DuPage County’s cost participation for construction is fixed at $1,068,058.00. Any amount above this total will be paid by IDOT.