DuPage County

DU PAGE COUNTY
DU PAGE COUNTY BOARD
FINAL AGENDA

May 22, 2018  Regular Meeting  10:00 AM

COUNTY BOARD ROOM
421 N. COUNTY FARM ROAD
WHEATON, IL  60187

Chairman
Daniel Cronin

District 1
Dino Gavanes
Donald Puchalski
Sam Tornatore

District 2
Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3
Gary Grasso
Greg Hart
Brian Krajewski

District 4
Grant Eckhoff
Tim Elliott
Amy Grant

District 5
Janice Anderson
James Healy
Tonia Khouri

District 6
Robert Larsen
Kevin Wiley
James Zay

County Administrator - Thomas Cuculich
Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Pastor Bruce Anderson - Winfield Community United Methodist Church, Winfield

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Anniversary Awards: Tom Grimston, 20 years and Glen Schumacher, 35 years
   B. HOPE Taskforce presentation
   C. Illinois Housing Development Authority presentation

6. PUBLIC COMMENT

7. CONSENT ITEMS
   B. Minutes -- County Board Minutes - 4/10/18
   C. Payment of Claims -- 5/4/18 Paylist
   D. Payment of Claims -- 5/8/18 Paylist
   E. Payment of Claims -- 5/11/18 Paylist
   F. Payment of Claims -- 5/15/18 Paylist
   G. Wire Transfers -- 5/7/18 Wire Transfer
   H. Consent Item -- Consent Agenda 5/22/18

8. COUNTY BOARD - ZAY
   Committee Update
   A. CB-R-0187-18 RESOLUTION -- Appointment of Jeffrey R. Walker to the Wheaton Sanitary District
   B. CB-R-0190-18 RESOLUTION -- Appointment of Matthew R. Rasche, Sr. to the DuPage County Board of Review
C. CB-R-0191-18 RESOLUTION -- Appointment of Paul W. Coultrap to the Downers Grove Sanitary District

D. CB-R-0192-18 RESOLUTION -- Appointment of Charles R. Van Slyke to the DuPage County Board of Review

E. CB-R-0193-18 RESOLUTION -- Expanded Board of Review- Appointment of 13 Members

9. FINANCE - LARSEN

Committee Update

A. FI-R-0183-18 RESOLUTION -- Acceptance of a change in grant term of the Illinois Home Weatherization Assistance Program HHS Grant FY18 - Intergovernmental Agreement No. 17-221028 Company 5000 - Accounting Unit 1430

B. FI-R-0188-18 RESOLUTION -- Budget Transfers 05-22-18 Budget Transfers Various Companies and Accounting Units

C. FI-R-0189-18 RESOLUTION -- Placing Names on Payroll

D. FI-R-0194-18 RESOLUTION -- Approval of the FY2019 Budget Calendar

E. FI-R-0195-18 RESOLUTION -- FY2019 Financial and Budget Policies

F. Budget Preparations/Instructions -- FY2019

10. DEVELOPMENT - TORNATORE

Committee Update

Regulatory Services

A. FI-R-0196-18 RESOLUTION -- Acceptance of the Local Technical Assistance Grant (LTA) and Intergovernmental Agreement from the Chicago Metropolitan Agency for Planning (CMAP) and the allocation of the required 20% match of $25,184 and the assignment by CMAP and County of DuPage of Teska Associates, Inc. to assist the county staff in the development of a the Route 83 Corridor Study/Land Use Plan update

B. DC-O-0027-18 ORDINANCE -- Z17-056-Wheaton PD: To approve the following zoning relief: 1. Conditional Use for an electric message center sign. 2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face). 3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet. 4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement. (Milton/District 4) ZBA VOTE to approve: 5 Ayes, 0 Nays, 2 Absent Development Committee VOTE to approve: 5 Ayes, 0 Nays, 1 Absent
C. DC-O-0028-18 ORDINANCE -- Z18-018-Rambke: To approve the following zoning relief: A Variation to allow reduction in the corner side yard setback from 30 feet to approximately 20 feet for a new house. (Lisle/ Dist. 2) ZBA Vote to approve: 6 Ayes, 0 Nays, 1 Absent Development Committee VOTE to approve: 5 Ayes, 0 Nays, 1 Absent

11. HEALTH & HUMAN SERVICES - HART

A. HHS-R-0184-18 RESOLUTION -- Recommendation for Approval of a Second Modification to a Housing Development Fund (HDF) Agreement for Project CD01-28D – Wood Glen Senior Apartments (West Chicago Senior Apartments) to Reduce the Monitoring Requirements of the Project.

B. HHS-R-0185-18 RESOLUTION -- Recommendation for approval of an Internship Affiliation Agreement between the County of DuPage and Illinois State University for the Establishment of a Learning Site at the DuPage Care Center

C. Authorization for Overnight Travel -- Community Services Director to attend the summer meetings of the National Association for County Community And Economic Development (NACCED) in Davidson County, Tennessee from July 11, 2018 through July 14, 2018. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of $1,286.00. Community Development Block Grant funded.

D. Authorization for Overnight Travel -- Community Development Manager to attend training and committee meetings of the National Association for County Community and Economic Development and the National Association of Counties in Davidson County, Tennessee from July 11, 2018 through July 14, 2018. Expenses to include transportation, lodging, miscellaneous, and per diem for approximate total of $1,400. Community Development Block Grant (CDBG) funded.

E. Authorization for Overnight Travel -- Four Senior Services Staff members to attend the Illinois Department on Aging Symposium in Peoria, Illinois from June 11, 2018 through June 14, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of $2,716.00. Seniors grant funded 5000-1720.

12. JUDICIAL/PUBLIC SAFETY - ECKHOFF

Committee Update

A. JPS-R-0186-18 RESOLUTION -- Authorizing the Execution of a Mutual Aid Agreement with the Illinois Coroners and Medical Examiners Association

C. JPS-P-0159-18 Recommendation for the approval of a contract purchase order to Currie Motors for the purchase of one (1) 2018 Police Ford Interceptor for the DuPage County Security Division, for a contract total not to exceed $28,204.00. Contract let pursuant to the Government Joint Purchasing Act - Suburban Purchasing Cooperative – Contract #152.

D. JPS-P-0160-18 County Contract issued to John P. McTigue, Attorney at Law to provide services as a hearing officer making determinations and recommendations regarding paternity and child support cases to the court. This contract covers the period of July 1, 2018 through November 30, 2019 for the 18th Judicial Circuit Court, for a contract total amount of $64,625.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

13. PUBLIC WORKS - HEALY

Committee Update

A. FM-P-0156-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $365,362.22. Contract pursuant to the Intergovernmental Cooperation Act – National IPA TCPN #R132205

B. FM-P-0157-18 Recommendation for the approval of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $34,650.00, per lowest responsible bid #18-098-GV

C. Change Order -- FM-P-0220A-17 - AMENDMENT to Resolution FM-P-0220-17 issued to Fox Valley Fire & Safety, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for Facilities Management, to increase the contract by $40,000.00 taking the original contract amount of $131,445.00, and resulting in an amended contract total amount not to exceed $171,445.00, an increase of 30.43%.

D. PW-P-0155-18 Agreement between the County of DuPage, Illinois and Rempe-Sharpe & Associates, Inc., for On-Call Professional Engineering Services for various project for Facilities Management and for water and sewer projects for Public Works Department, for the period May 22, 2018 through June 30, 2020, for a total contract amount not to exceed $95,000.00, 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.

14. TECHNOLOGY - WILEY

Committee Update
A. TE-P-0162-18 Recommendation for the approval of a contract purchase order to Harris Corporation to obtain 20ppm Point Cloud LiDAR data, for Information Technology - GIS Division, for a contract total amount of $110,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). This price was negotiated using a cost-sharing program.

B. TE-P-0163-18 Recommendation for the approval of a contract purchase order to PCM Sales, Inc., for the purchase of an Aruba Network Core Switch, for Information Technology, for a contract total amount of $25,546.77, per lowest responsible quote #18-054-LG.

15. TRANSPORTATION - PUCHALSKI

Committee Update

A. DT-R-0172-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the DuPage Water Commission for improvements relating to the resurfacing of CH 29/Greenbrook Boulevard, from County Farm Road to US 20, Section 18-00285-02-RS (County to be reimbursed an estimated $42,000.00)

B. DT-R-0173-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority for Roadway and Bridge Rehabilitation along the Veterans Memorial Tollway (I-355), from Butterfield Road to Army Trail Road (County Bridges: Great Western Trail Bridge over I-355, St. Charles Road Bridge over I-355 and Illinois Prairie Path Bridge over I-355) Section 18-00170-03-BR, for an estimated County cost of $248,561.48

C. DT-R-0181-18 RESOLUTION -- Awarding Resolution to Denler, Inc., for the 2018 Pavement Preservation/Crack Sealing Program, Section 18-CRKSL-04-GM, for an estimated County cost of $42,006.03; Per renewal option under 2016 low bid

D. DT-R-0182-18 RESOLUTION -- Awarding Resolution to Martam Construction, Inc., for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS, for an estimated County cost of $583,888.50; Per low bid

E. DT-O-0026-18 ORDINANCE -- Ordinance for a Highway Authority Benefits Agreement for CH 33/75th Street at Kingery Highway

F. DT-P-0135-18 Recommendation for the approval of a contract purchase order to Utility Transport Services, Inc., for solid waste disposal, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $50,000.00; per lowest responsible bid 18-072-GV
G. DT-P-0136-18 Recommendation for the approval of a contract purchase order to Christopher B. Burke Engineering, Ltd., for Professional Traffic Signal Design Engineering Services upon request of the Division of Transportation, Section 18-TSENG-01-EG, for a contract total not to exceed $250,000.00; 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.

H. DT-P-0150-18 Recommendation for the approval of a contract purchase order to The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $1,007,250.00; Per lowest responsible bid 18-093-JM

I. DT-P-0151-18 Recommendation for the approval of a contract purchase order to Clark-Devon Hardware Company, Inc., to furnish and deliver calcium magnesium acetate for the Division of Transportation, for a contract total not to exceed $90,090.00; Per renewal option under bid award 16-104-BF, second of three options to renew

J. DT-P-0152-18 Recommendation for the approval of a contract purchase order to Finkbiner Equipment Company, to furnish and deliver one (1) road widener for the Division of Transportation, for a contract total not to exceed $54,750.00; Per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bids

K. DT-P-0153-18 Recommendation for the approval of a contract purchase order to A. Epstein and Sons International, Inc., for Professional Heating and Mechanical Investigation Services for the Division of Transportation’s Building 140, for a contract total not to exceed $50,000.00; Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022 (a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108(1)(b)

16. DISCUSSION

A. Discussion -- PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

17. UNFINISHED BUSINESS

18. NEW BUSINESS

19. EXECUTIVE SESSION

A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Pending Litigation

B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

20. MEETING ADJOURNED

A. This Meeting is adjourned to Tuesday, June 12, 2018 at 10:00 a.m.
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, April 10, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present.

Tom Cuculich, County Administrator, presented a 20 year anniversary award to Nick Kottmeyer.

Chairman Cronin presented a Resolution Acknowledging April 8-14, 2018 as National Public Safety Telecommunications Week to Member Grasso and Linda Zerwin, ETSB 911 System Coordinator.

Member Wiley moved, seconded by Member DiCianni, that a Resolution Acknowledging April 8-14, 2018 as National Public Safety Telecommunications Week be approved and adopted. On voice vote, motion carried.

RESOLUTION ACKNOWLEDGING APRIL 8-14, 2018 AS NATIONAL PUBLIC-SAFETY TELECOMMUNICATIONS WEEK

WHEREAS, since 1991, the second week of April has been celebrated as National Public Safety Communicators Week, to recognize all Public Safety Communications Professionals who provide a central link to the Public Safety services on which Citizen rely every day; and

WHEREAS, the County of DuPage has four (4) Public Safety Answering Points (“PSAPs”), including:

Addison Consolidated Dispatch Center (“ACDC”) PSAP
DuPage Public Safety Communications (“DU-COMM”) PSAP
DuPage Sheriff’s Office PSAP
Village of Naperville PSAP

for the Enhanced 9-1-1 systems servicing visitors and more than 929,368 residents of the County of DuPage and portions of Cook, Kane and Will counties; and
WHEREAS, these 186 Public Safety Telecommunicators are first and most critical Enhanced 9-1-1 contact to the public our citizens have with emergency services; and

WHEREAS, these 186 Public Safety Telecommunicators engaged in the operation of emergency response systems have a duty to respond to over 2,000,000 10-digit dial and 9-1-1 telephone calls from the general public for police, fire, and emergency medical assistance; and

WHEREAS, these 186 Public Safety Telecommunicators dispatch said assistance to help save the lives and property of our citizens, contribute substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, these 186 Public Safety Telecommunicators are an integral connection to interoperability of the DuPage 9-1-1 System for communication with our first responders by expertly monitoring their activities, providing them information and ensuring their safety; and

WHEREAS, the ETS Board acknowledges these 186 Public Safety Telecommunicators for continued commitment to public safety dispatching, consistent quality in customer service, and the continued pursuit of our goal of protecting life and property, while maintaining the highest level of professionalism 24 hours a day, 365 days a year.

NOW, THEREFORE BE IT RESOLVED, that I, Daniel J. Cronin, Chairman, along with the Members of the DuPage County Board, acknowledge the week of April 8-14, 2018, as National Public Safety Telecommunications Week, and further express our gratitude to all the men and woman who serve as Telecommunicators.

Enacted this 10th day of April, 2018, in Wheaton, Illinois.

Chairman Cronin presented a Proclamation for Autism Awareness Month to Michael Sapp.

Member DiCianni moved, seconded by Member Tornatore, that a Proclamation for Autism Awareness Month be approved.

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PROCLAMATION FOR AUTISM AWARENESS MONTH

WHEREAS, Autism is a complex neurological disease and developmental disability that often affects verbal and non-verbal communication; and

WHEREAS, the disease is considered to be the nation’s number one developmental disability as approximately 3.5 million Americans have been affected by autism; and
WHEREAS, the Centers for Disease Control estimates that Autism affects one in every 68 children born today and affects boys nearly five times the level of girls (1 in 42 boys and 1 in 189 girls); and

WHEREAS, approximately 3,500 children in DuPage County have been diagnosed with Autism, in addition to 26,000 in Illinois; and

WHEREAS, Autism is treatable through early diagnosis, in addition to intensive medical and developmental therapies aimed at providing children the ability to be independent and live a fulfilling and productive life; and

WHEREAS, forty-six states, including Illinois, have passed legislation insuring Autism as a medical condition covered by Health Insurance Carriers, however without a Federal Autism Insurance Mandate, nearly 2 million children, including more than half of the children in Illinois, still go uncovered for diagnosis and treatment of Autism; and

WHEREAS, an estimated 50,000 teens with autism become adults – and lose school-based autism services – each year; and

WHEREAS, April is World Autism Month where the global Autism community celebrates the annual United Nations-sanctioned World Autism Awareness Campaign called “Light it Up Blue”.

NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board and Members of the County Board do hereby proclaim the month of April 2017 as Autism Awareness Month to promote awareness and early detection of Autism.

Enacted this 10th day of April, 2018, in Wheaton, Illinois.

Chairman Cronin presented a plaque to Member Paul Fichtner who is leaving to pursue further career opportunities.

Chairman Cronin made the following remarks:

I am gratified to report, this morning, that the Election Commission has certified the results of the March 20th election. As a result of input we received from employees, the Election Commissioners, election workers, judges and the public, I have asked the leadership of the Election Commission to take specific steps aimed at improving performance in time for the November General Election.
First, the Election Commission has instructed legal counsel to pursue damages from the vendor which supplied the deficient ender cards as part of the supply packet used in the March election.

Second, I ask Election Commission Chair Cathy Ficker Terrill to work diligently to identify a full-time election manager who will provide oversight of Election procedures, preparations and testing protocols, in time for improvements to be implemented before the November election. I believe an increased level of management oversight will provide essential information about what works and what needs to change.

Third, I am asking the Executive Director of the Election Commission to work closely with the County’s Information Technology Department and Office of Homeland Security and Emergency Management to create communication and reporting systems that improve the ability to provide essential information both internally and externally on election night. There are many situations in which immediate information must be shared with precincts. We can, and will, set up a system of communication to facilitate these messages.

I strongly urge the Election Commission to solicit input from key election staff and judges to accept specific, technical feedback aimed at improving processes and procedures in polling places so that judges and voters have an improved experience throughout Election season.

I will take action, as well. Tomorrow, I travel to Springfield to provide testimony in support of House Bill 5123, a bi-partisan measure which would dissolve the Election Commission and fold the duties of the Commission into the County Clerk’s office. We are hopeful the measure will be passed in both chambers of the General Assembly and signed quickly into law by Governor Rauner. I will continue to receive regular reports from Chair Terrill and the Election Commission and will provide periodic updates as to their progress moving forward.

Finally, we have another very important item to discuss today that is the matter of the dissolution of the North Westmont Fire District. Two years ago, residents of this district were surveyed and indicated they wanted to receive fire protection service from the Village of Westmont. The resulting agreement, which will eventually dissolve this unit of government will eliminate the district’s tax levy and forgive $300,000 in accumulated debt for the North Westmont district. I commend Village and Fire District representatives who pursued change and developed a fair and equitable solution benefiting all. With your action today, North Westmont will become the fifth unit of local government dissolved in DuPage County.
The following people voiced Public Comment regarding the North Westmont Fire District:

Stephen May            Joe Rada

Member Zay moved, seconded by Member Puchalski, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Grant and Healy were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member DiCianni, that Resolution #CB-R-0133-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0133-18
APPOINTMENT OF JOHN J. FENNELL
TO THE YORKFIELD FIRE PROTECTION DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of John J. Fennell to be a Trustee of the Yorkfield Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of John J. Fennell to be a Trustee of the Yorkfield Fire Protection District for a term to commence on May 1, 2018 and expire on April 30, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: John J. Fennell and Shawn Flaherty, Ottosen, Britz, Kelly, Cooper & Gilbert, 300 South County Farm Road, Wheaton, Illinois 60187.
Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0134-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

Resolution
CB-R-0134-18
APPOINTMENT OF MICHELE L. PIOTROWSKI
TO THE GLENBARD FIRE PROTECTION DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Michele L. Piotrowski to be a Trustee of the Glenbard Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michele L. Piotrowski to be a Trustee of the Glenbard Fire Protection District for a three-year term commencing May 1, 2018 and expiring April 30, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Michele L. Piotrowski and Maureen Strauts, Martin, Craig, Chester & Sonnenschein, LLP, 2215 York Road, #550, Oak Brook, Illinois 60523.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Ordinance #CB-O-0021-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
ORDINANCE
CB-O-0021-18
AN ORDINANCE PROPOSING THE DISSOLUTION OF THE NORTH WESTMONT FIRE PROTECTION DISTRICT UNDER PUBLIC ACT 98-0126

WHEREAS, it is in the best interests of DuPage County taxpayers that more efficient service delivery models be established to replace units of government which are not financially sustainable; and

WHEREAS, the Chairman and members of the County Board under the DuPage ACT Initiative (accountability, consolidation, transparency) sought and received supplemental legislative authority from the General Assembly authorizing the dissolution of certain units of local government and the consolidation of governmental functions in the best interest of taxpayers; and

WHEREAS, Public Act 98-1026 authorizes the DuPage County Board to propose by ordinance the dissolution of certain specified units of local government, including the North Westmont Fire Protection District; and

WHEREAS, the North Westmont Fire Protection District is a unit of local government established under the Fire Protection District Act (70 ILCS 705/4); and

WHEREAS, the Village of Westmont has established a special service area (hereafter “Special Service Area No. 2”) under the Special Service Area Tax Law (35 ILCS 200/27-5) to provide for fire and emergency medical services to a portion of unincorporated DuPage County, including all territory within the North Westmont Fire Protection District; and

WHEREAS, the Village of Westmont currently provides fire and emergency medical services to the territory under contract with the North Westmont Fire Protection District; and

WHEREAS, the Village of Westmont will continue to provide fire and emergency medical services to Special Service Area No. 2; and

WHEREAS, the creation of Special Service Area No. 2 and dissolution of the North Westmont Fire Protection District eliminates the District’s outstanding financial obligations to the Village of Westmont, which amount to $60,000 annually, and further provides a stable funding source for continued delivery of fire and emergency medical services; and

WHEREAS, the dissolution of the North Westmont Fire Protection District will abolish its property tax levy, and eliminate $11,000 in annual professional services costs and trustee compensation (as provided by statute) necessary to maintain the unit; and

WHEREAS, consistent with Public Act 98-0126, the dissolution of the North Westmont Fire Protection District will not increase the average response times nor decrease the level of service provided.
NOW, THEREFORE BE IT ORDAINED, by the County Board of DuPage County, Illinois that:

1. The County Board does hereby propose the dissolution of the North Westmont Fire District pursuant to Public Act 98-0126; and

2. The Chairman of the County Board shall cause an audit of the North Westmont Fire Protection District to occur, the findings of which are to be reported back to the County Board within thirty (30) days; and

3. The Clerk shall publish notice of this Ordinance in a newspaper of general circulation served by the North Westmont Fire Protection District and on the County’s website.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Puchalski, that Resolution #FI-R-0122-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0122-18
ACCEPTANCE AND APPROPRIATION OF THE
FFY17 STATE COURT IMPROVEMENT PROGRAM GRANT
GRANT AWARD AGREEMENT NO. CIP-G-1705
COMPANY 5000 - ACCOUNTING UNIT 6140
$10,000
(Under the administrative direction of the
DuPage County Probation and Court Services Department)

WHEREAS, the County of DuPage, through the DuPage County Probation and Court Services Department, has been notified by the Administrative Office of the Illinois Courts that grant funds in the amount of $10,000.00 (TEN THOUSAND AND NO/100 DOLLARS) are available to be used to conduct the 2018 Child Welfare Symposium; and

WHEREAS, to receive said grant funds, the DuPage County Probation and Court Services Department must enter into Grant Award Agreement No. CIP-G-1705 with the Administrative Office of the Illinois Courts, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and
WHEREAS, the grant award period of performance is from April 1, 2018 through June 30, 2018; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant award does not add any additional subsidy from the County; and

WHEREAS, the County Board finds the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Grant Award Agreement No. CIP-G-1705 (Attachment II) between the County of DuPage and the Administrative Office of the Illinois Courts be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $10,000.00 (TEN THOUSAND AND NO/100 DOLLARS) be made to establish the FFY17 State Court Improvement Program Grant - Company 5000, Accounting Unit 6140, for the period April 1, 2018 through June 30, 2018; and

BE IT FURTHER RESOLVED that the Deputy Chief of the Juvenile Probation Services Division is authorized to sign said Agreement on behalf of the DuPage County Department of Probation and Court Services; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Zay, that Resolution #FI-R-0129-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
WHEREAS, beginning in 2008, DuPage County has provided financial support to the Northern Illinois Food Bank in order to provide food to persons in need in DuPage County; and

WHEREAS, the DuPage County Board recognizes that the Northern Illinois Food Bank is an organization worthy of continued financial support and no additional County funds are required to establish this program; and

WHEREAS, in its Fiscal Year 2018 Budget, DuPage County has identified $150,000.00 (ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) in Company 1000, Accounting Unit 1180, Account 53700 for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that a contribution be made to the Northern Illinois Food Bank in the amount of $150,000.00 (ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit a certified copy of this Resolution to the Community Services Department.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Puchalski, that Resolution #FI-R-0135-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2017 and 2018 fiscal years; and
WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Chaplin, that Resolution #FI-R-0136-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0136-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

EQUITY INCREASES

COUNTY BOARD 1000-1001

Effective April 21, 2018
Sheryl Markay, Deputy County Administrator
Class 1205, Range 317 at $135,000 per year, from $116,972 per year

FACILITIES MANAGEMENT 1000-1100

Effective April 21, 2018
Timothy Byrnes, Facilities Supervisor
Class 3177, Range 213 at $93,500 per year, from $89,760 per year
Effective April 21, 2018
Laura Grobe, Administrative Assistant
Class 1164, Range 311 at $55,000 per year, from
$51,691 per year

Effective April 21, 2018
Michael Peters, Facilities Supervisor
Class 3177, Range 213 at $79,500 per year, from
$68,346 per year

EQUITY INCREASES

Effective April 21, 2018
Robert Quigley, Electrical Systems Supervisor
Class 3129, Range 214 at $93,500 per year, from
$89,300 per year

Effective April 21, 2018
Alfred Therriault, Facilities Supervisor
Class 3177, Range 213 at $79,500 per year, from
$76,502 per year

HUMAN RESOURCES 1000-1120

Effective April 21, 2018
Yamika Johnson, Human Resources Assistant
Class 1621, Range 110 at $45,000 per year, from
$41,667 per year

Effective April 21, 2018
Joseph Urbik, Administrative Specialist
Class 1165, Range 110 at $40,000 per year, from
$36,209 per year

INFORMATION TECHNOLOGY 1000-1110

Effective April 21, 2018
Mark Barczak, Principal Business Analyst
Class 1435, Range 313 at $93,000 per year, from
$81,182 per year

Effective April 21, 2018
Troy Barry, Personal Computer Technician
Class 1461, Range 209 at $46,000 per year, from
$40,325 per year
EQUITY INCREASES

Effective April 21, 2018
  Rhonda Breier, Web Developer
  Class 1481, Range 312 at $74,152 per year, from $71,652 per year

Effective April 21, 2018
  Lauret Guerin-Gaita, Principal Business Analyst
  Class 1435, Range 313 at $93,000 per year, from $85,531 per year

Effective April 21, 2018
  Joseph Hamlin, Senior Network Analyst
  Class 1469, Range 313 at $70,000 per year, from $65,096 per year

Effective April 21, 2018
  Chunchih Lin, Web Developer
  Class 1481, Range 312 at $76,015 per year, from $73,515 per year

Effective April 21, 2018
  Erluis Quinto, Personal Computer Technician
  Class 1461, Range 209 at $47,500 per year, from $40,325 per year

Effective April 21, 2018
  Milan Shah, Senior Network Analyst
  Class 1469, Range 313 at $64,000 per year, from $62,932 per year

JOB RECLASSIFICATIONS

FACILITIES MANAGEMENT 1000-1100

Effective April 21, 2018
  Mark Thomas, Facilities Manager
  Class 3174, Range 315 at $95,000 per year, from Class 3177, Range 213 at $75,066 per year
HUMAN RESOURCES 1000-1120

Effective April 21, 2018
Pamela Andrew, Senior Human Resources Generalist
Class 1614, Range 313 at $78,000 per year, from
Class 1614, Range 312 at $65,279 per year

Effective April 21, 2018
Christine Clevenger, Senior Human Resources Generalist
Class 1614, Range 313 at $78,000 per year, from
Class 1614, Range 312 at $66,576 per year

Effective April 21, 2018
Tatia Hegranes, Payroll/Benefits Specialist
Class 1607, Range 111 at $50,000 per year, from
Class 1608, Range 110 at $45,462 per year

Effective April 21, 2018
Heather Hudson, Senior Human Resources Generalist
Class 1614, Range 313 at $78,000 per year, from
Class 1614, Range 312 at $69,830 per year

Effective April 21, 2018
Stanislava Nikolova, Payroll/Benefits Specialist
Class 1607, Range 111 at $50,000 per year, from
Class 1608, Range 110 at $39,772 per year

JOB RECLASSIFICATIONS

Effective April 21, 2018
Maegan Schaber, Senior Human Resources Generalist
Class 1614, Range 313 at $78,000 per year, from
Class 1614, Range 312 at $66,248 per year

Effective April 21, 2018
Amber Tannenbaum, Payroll/Benefits Specialist
Class 1607, Range 111 at $54,000 per year, from
Class 1608, Range 110 at $46,544 per year

INFORMATION TECHNOLOGY 1000-1110

Effective April 21, 2018
Michelle Amanti, Senior Network Analyst
Class 1469, Range 313 at $62,000 per year, from
Class 1465, Range 312 at $53,060 per year
Effective April 21, 2018
Guillermo Franco, Telecommunications Analyst
Class 1472, Range 210 at $60,000 per year, from
Class 1473, Range 209 at $52,777 per year

NON-CORPORATE FUND

REPLACEMENTS

CARE CENTER 1200-2050

Effective April 9, 2018
Amanda Behe, Registered Nurse
Class 4124, Range 311 at $56,160 per year

Effective April 9, 2018
Irvine James Ternida, Certified Nursing Associate
Class 4111, Range 108 at $27,352 per year

REPLACEMENTS

Effective April 9, 2018
Ashley Wilson, Certified Nursing Associate
Class 4111, Range 108 at $27,352 per year

COMMUNITY SERVICES 5000-1650

Effective April 12, 2018
Katie Chierigatti, Case Manager
Class 1931, Range 110 at $38,500 per year

COMMUNITY SERVICES 5000-1720

Effective April 16, 2018
Hannah Gunnell, Case Manager
Class 1931, Range 110 at $38,500 per year

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective April 11, 2018
Annie Davis, Network Analyst
Class 1464, Range 312 at $55,000 per year
PROMOTIONS

CARE CENTER 1200-2065

Effective April 11, 2018
Elizabeth Walker, Volunteer Services Supervisor
Class 4153, Range 111 at $43,000 per year, from
Class 4163, Range 109 at $36,413 per year

DIVISION OF TRANSPORTATION 1500-3510

Effective April 11, 2018
Buddy Johnson, Equipment Operator I
Class 3331 at $40,000 per year, from
Class 3110 at $33,500 per year

EQUITY INCREASES

INFORMATION TECHNOLOGY 1100-2900

Effective April 21, 2018
Robert Schuldt, GIS Analyst
Class 5119, Range 312 at $65,199 per year, from
$51,921 per year

Effective April 21, 2018
James Tompkins, GIS Technician
Class 5115, Range 210 at $50,497 per year, from
$42,794 per year

Effective April 21, 2018
Michelle Zakosek, GIS Analyst
Class 5119, Range 312 at $65,199 per year, from
$62,691 per year

PUBLIC WORKS 2000-2555

Effective April 21, 2018
Jonathan Adams, Engineering Technician
Class 5121, Range 210 at $51,000 per year, from
$47,858 per year

Effective April 21, 2018
Thomas Dyba, Principal Wastewater Operator
Class 3224, Range 213 at $93,500 per year, from
$90,382 per year
Effective April 21, 2018
James Joers, Principal Water Operator
Class 3233, Range 213 at $93,500 per year, from $87,676 per year

EQUITY INCREASES

Effective April 21, 2018
Dwane Kozak, Water/Wastewater Maintenance Manager
Class 3218, Range 214 at $97,500 per year, from $89,994 per year

Effective April 21, 2018
Sean O’Leary, Electrical Systems Supervisor
Class 3129, Range 214 at $93,500 per year, from $88,434 per year

Effective April 21, 2018
Genevieve Polewski, Engineering Technician
Class 5121, Range 210 at $58,000 per year, from $52,737 per year

Effective April 21, 2018
Jay Puckett, Senior Network Analyst
Class 1469, Range 313 at $62,000 per year, from $57,412 per year

Effective April 21, 2018
James Throw, Water/Wastewater Maintenance Manager
Class 3218, Range 214 at $97,500 per year, from $92,049 per year

TEMPORARY

CARE CENTER 1200-2050

Effective April 9, 2018
Mary Budner, Certified Nursing Associate
Class 4111, Range 108 at $13.00 per hour

TEMPORARY

Effective April 9, 2018
Jennifer Kunstman, Certified Nursing Associate
Class 4111, Range 108 at $13.00 per hour
Effective April 9, 2018
Thanh Le, Certified Nursing Associate
Class 4111, Range 108 at $13.00 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Zay, that Resolution #FI-P-0118-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0118-18
AWARDING RESOLUTION ISSUED TO
CASCO INTERNATIONAL, INC., D/B/A EAGLE RECOGNITION,
A C.A. SHORT COMPANY
TO PROVIDE EMPLOYEE ANNIVERSARY AWARDS
(CONTRACT TOTAL AMOUNT: $29,105.00)

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

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order for the renewal of RFP 17-047-BF awarded Casco International, Inc., d/b/a Eagle Recognition, a C.A. Short Company for employee service awards, for the period June 1, 2018 to May 31, 2019 for Human Resources.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for employee service awards, for the period June 1, 2018 to May 31, 2019 for Human Resources, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Casco International, Inc., d/b/a Eagle Recognition, a C.A. Short Company, 4205 East Dixon Boulevard, Shelby, North Carolina 28152, for a contract total amount of $29,105.00, first of three optional one year renewals #17-047-BF.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
Member Krajewski moved, seconded by Member Tornatore, that an Animal Caretaker be authorized to travel to attend a Conference in Bloomington, Illinois from June 3-6, 2018, expenses to include registration, mileage, tolls, lodging and per diem for the estimated maximum total of $821.70.

Member Zay stated that the Board needs to look at travel motions. There have been over 22 travel requests this year. He doesn’t see other departments traveling this much.

Member Krajewski moved, seconded by Member Tornatore, that an Animal Caretaker be authorized to travel to attend a Conference in Bloomington, Illinois, from June 3-6, 2018, expenses to include registration, mileage, tolls, lodging and per diem for the estimated maximum total of $821.70. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Fichtner, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Wiley voted “aye.” Members Chaplin and Zay voted “nay.” Members Grant and Grasso were not present at the time of roll call. Motion carried.

Member Krajewski moved, seconded by Member Larsen, that a Senior Intake/Adoption & Client Services Coordinator be authorized to travel to attend a Conference in Bloomington, Illinois, from June 3-6, 2018, expenses to include registration, mileage, tolls, lodging and per diem for the estimated maximum total of $811.00. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Fichtner, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore and Wiley voted “aye.” Members Chaplin and Zay voted “nay.” Members Grant and Grasso were not present at the time of roll call. Motion carried.

Member Krajewski moved, seconded by Member Healy, that Resolution #EN-R-0128-18, Intergovernmental Agreement between the City of Naperville and the County of DuPage to Provide Funding for the Operation of a Household Hazardous Waste Collection Facility, be approved and adopted.

Member Zay stated that the contract said that we should receive quarterly reports. He doesn’t see how this helps other portions of the County since this facility is located in the southwest corner of the County. He felt they may need to divide the money to help other parts of the County. Joy Hinz, Environmental Specialist II, replied that they do get statistics from Naperville and that she would be happy to share them with the Board members.

Member Zay said that some of the money should be given to his District. He would like to see the statistics to see if his constituents are benefiting from this program. He requested that moving forward, the statistics be included in their packets.

Member Krajewski remarked that this is the busiest location in the State. The EPA is discussing taking money away from this facility and giving it to other sites.
Member Healy stated that he hopes we can get the statistics out so the Board can see who uses the facility. He thanked the City of Naperville for hosting this site. People come from all over the County. The EPA needs to fund this facility.

Member DiCianni said that it opened in 2010 and that it is a state of the art facility. We need to support them. It keeps bad things out of the water.

Member Khouri remarked that there are certain products that are only handled at this facility. She questioned why the EPA wanted to pull funding. Ms. Hinz replied that it is only one of four facilities throughout Illinois. The EPA would like to host one day events instead of having a permanent site.

Member Krajewski stated that Will and Kane County fund this facility along with the City of Naperville and DuPage County.

Member Krajewski moved, seconded by Member Healy, that Resolution #EN-R-0128-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Tornatore and Wiley voted “aye.” Members Puchalski and Zay voted “nay.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
EN-R-0128-18

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE
AND THE COUNTY OF DU PAGE TO PROVIDE FUNDING FOR THE OPERATION
OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

WHEREAS, the Illinois General Assembly has granted the County of DuPage, Illinois (“COUNTY”) authority to plan for the management of the County’s waste stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, County of DuPage in 1996 adopted the “DuPage County Solid Waste Plan”; and has subsequently amended such as required by statute; and

WHEREAS, the Solid Waste Plan recommends that the toxicity of the residential waste stream be reduced through the diversion and appropriate management of household hazardous waste, which is the subject of this Intergovernmental Agreement; and

WHEREAS, the City of Naperville (“CITY”) and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act”, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of State of the Illinois to cooperate for public purposes; and
WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interests that the FACILITY continue to provide HHW services to all DuPage County residents and seek to enter into an intergovernmental agreement to accomplish this purpose (Exhibit A1); and

WHEREAS, the CITY and the Illinois Environmental Protection Agency ("AGENCY"), entered into an Addendum to the Intergovernmental Agreement (a copy of which is attached hereto and incorporated herein by reference as Exhibit A2) for the continuation of cooperative funding and operation of a household hazardous waste ("HHW") collection facility on City-owned property (hereinafter referred to as the “FACILITY”); and

WHEREAS, because DuPage County will provide operational funding for the service area of the FACILITY at a cost not to exceed $100,000.00 (One Hundred Thousand and no/100 Dollars) during the term of this Intergovernmental Agreement ("AGREEMENT"), it is in the parties’ best interest to clarify their rights and responsibilities with respect to the FACILITY through this AGREEMENT; and

WHEREAS, the Environmental Committee has reviewed and recommends County Board approval of the attached AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the attached Intergovernmental between the City of Naperville and the County of DuPage is hereby accepted and approved.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Larsen reminded everyone that the Annual Chili Cookoff is being held today in the Auditorium. He encouraged all to attend.

Member Larsen thanked Mary Keating, Director of Community Services, for her help in securing funding for the Human Services agencies.

Member Larsen moved, seconded by Member Khouri, that Resolution #HHS-R-0130-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Tornatore, Wiley and Zay voted “aye.” Members Grant and Puchalski were not present at the time of roll call. Motion carried.
RESOLUTION
HHS-R-0130-18
ALLOCATION OF $1,000,000 COUNTY FUNDING TO
HUMAN SERVICES AGENCIES

WHEREAS, the County Board authorized funding of $1,000,000 in the FY18 budget for
supporting various agencies that provide human service programs which meet a legitimate
County statutory purpose; and

WHEREAS, 60 agencies submitted application requests totaling $2,614,525; and

WHEREAS, this funding supports programs that address the human service needs of low
income persons in DuPage County; and

WHEREAS, the Health and Human Services Committee, has reviewed the
recommendations of staff and the applications submitted by the various agencies and is
recommending funding for 60 applications.

NOW, THEREFORE BE IT RESOLVED, that the agencies and funding levels as
detailed in Attachment I to this Resolution be approved; and

BE IT FURTHER RESOLVED, that the Department of Community Services notify the
various agencies involved and establish any appropriate processes for funding distribution,
program monitoring and program evaluation; and

BE IT FURTHER RESOLVED, that the Director of the Department of Community
Services is hereby authorized to enter in to agreements pursuant to this Resolution; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be distributed to the
Auditor, Treasurer, Finance Department, Community Services Department and one copy to the
County Board.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Khouri, that Resolution #HHS-P-0105-18
be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Tornatore, Wiley and Zay
voted “aye.” Members Grant and Puchalski were not present at the time of roll call. Motion
carried.
RESOLUTION
HHS-P-0105-18
AWARDING RESOLUTION ISSUED TO MEDLINE INDUSTRIES, INC.
FOR EXAMINATION GLOVES FOR THE DU PAGE CARE CENTER
($75,570.40)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of examination gloves, for the period May 1, 2018 through April 30, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for examination gloves, for the period May 1, 2018 through April 30, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Medline Industries Inc., Three Lakes Drive, Northfield, Illinois 60093, for a total contract amount not to exceed $75,570.40, per lowest responsible bid #18-047-GV.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Khouri, that a Communications Specialist be authorized to attend a Conference on Volunteer Engagement & Leadership in St. Paul, Minnesota from June 6-8, 2018, all expenses to be paid by the Giving DuPage budget. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Tornatore, Wiley and Zay voted “aye.” Members Grant and Puchalski were not present at the time of roll call. Motion carried.

Member Larsen moved, seconded by Member Khouri, that a Weatherization (WX) Assessor/Final Inspector be authorized to attend mandatory training at Field Exam Training Center in Champaign, Illinois from May 6-7, 2018, expenses to include lodging, miscellaneous expenses (parking, mileage, etc.) and per diems for approximate total of $398.25 - Illinois Home Weatherization Assistance Program DOE Grant Funded. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Tornatore, Wiley and Zay voted “aye.” Members Grant and Puchalski were not present at the time of roll call. Motion carried.
Member Eckhoff thanked Member Fichtner for his years of service.

Member Eckhoff moved, seconded by Member Chaplin, that Resolution #JPS-P-0115-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0115-18
AWARDING RESOLUTION ISSUED TO
DR. MICHAEL OLIVERIO A PART TIME FORENSIC PSYCHOLOGIST
TO PROVIDE OFFENDER EVALUATIONS FOR
PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT: $43,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Dr. Michael Oliverio, to provide a part time Forensic Psychologist, for offender evaluations that are referred by the court, for the period of April 16, 2018 through April 15, 2019, for Probation and Courts Services.

NOW, THEREFORE BE IT RESOLVED, that County Requisition covering said, to provide a part time Forensic Psychologist, to provide offender evaluations that are referred by the court, for the period April 16, 2018 through April 15, 2019, for the Probation and Court Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Dr. Michael Oliverio, P.O. Box 203, St. Charles, Illinois 60174, for a contract total amount not to exceed $43,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected to DuPage County Code Section 2-300.4-108(1) (b).

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
Member Eckhoff moved, seconded by Member Healy, that Resolution #JPS-P-0116-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION

JPS-P-0116-18

AWARDING RESOLUTION ISSUED TO LIFE TECHNOLOGIES CORPORATION FOR AN AUTOMATED EXTRACTION SYSTEM WITH AN EXTENDED 2 YEAR WARRANTY FOR THE SHERIFF’S OFFICE (CONTRACT TOTAL AMOUNT $49,165.10)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for Life Technologies Corporation for an Automated Extraction System with an extended 2-year warranty for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said to provide an Automated Extraction System with an extended 2-year warranty for the Sheriff’s Office, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Life Technologies Corporation, 5791 Van Allen Way, Carlsbad, California 92008, for a contract total not to exceed $49,165.10.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Healy, that Resolution #JPS-P-0024B-16 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
JPS-P-0024B-16
AMENDMENT TO RESOLUTION JPS-P-0024A-16 ISSUED TO
ALLIED UNIVERSAL SECURITY SERVICE TO PROVIDE
SECURITY SERVICES FOR THE OFFICE OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
(INCREASE CONTRACT TOTAL AMOUNT $3,681.51)

WHEREAS, Resolution JPS-P-0024-16 was approved and adopted by the County Board on January 26, 2016; and

WHEREAS, Resolution JPS-P-0024A-16 was approved and adopted by the County Board on April 11, 2017 increasing the contract $26,333.44; and

WHEREAS, the Judicial Public Safety Committee recommends changes as stated in the Change Order Notice to increase the Contract Purchase Order 2382-0001 in the amount of $3,681.51 for the Office of Homeland Security and Emergency Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order Notice dated March 12, 2018, increasing Contract Purchase Order #2382-0001 issued to Allied Universal Security Service $3,681.51 for the Office of Homeland Security and Emergency Management/Security Division, resulting in an amended contract total amount of $2,415,979.12, an increase of 0.15%.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Healy, that an OHSEM Coordinator be authorized to travel to Springfield, Illinois on April 24-27, 2018 to attend Emergency Management Assistance Training (EMAT) and to present at the Illinois Emergency Services Management Association (IESMA) Conference, all costs are being covered by IESMA. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

Member Healy moved, seconded by Member Noonan, that Resolution #FM-P-0113-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
FM-P-0113-18
AWARDING RESOLUTION ISSUED TO
ALLIANCE WINDOW CLEANING, INC. TO PROVIDE
WINDOW WASHING SERVICES FOR COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $29,990.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Alliance Window Cleaning, Inc., to provide window washing services for the County facilities, for the period April 11, 2018 through April 10, 2020, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to provide window washing services for the County facilities, for the period April 11, 2018 through April 10, 2020, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliance Window Cleaning, Inc., 1817 East Fabian Parkway, West Chicago, Illinois 60185, for a total contract amount not to exceed $29,990.00, per lowest responsible bid #18-049-GV.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0112-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
PW-P-0112-18
AWARDING RESOLUTION TO JOHNSON CONTROLS
FIRE PROTECTION LP TO FURNISH AND INSTALL A
FIRE PROTECTION SYSTEM IN THE SOUTHEAST REGIONAL
WATER FACILITY (SERWF) FILTER BUILDING
(CONTRACT TOTAL AMOUNT $51,764.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the National Joint Powers Association (NJPA), the County of DuPage will contract with Johnson Controls Fire Protection, LP; and

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WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to furnish and install a fire protection system in the SERWF filter building, for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, to furnish and install a fire protection system in the SERWF filter building, for Public Works, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to Johnson Controls Fire Protection LP, 4700 Exchange Court, Suite 300, Boca Raton, Florida 33431, for a contract total amount of $51,764.00.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Fichtner, that the Committee be discharged in order to consider Resolution #PW-P-0121-18, Approval of Contract and Purchase Order by the County of DuPage, Illinois with Parkson Corporation for the Purchase of Replacement HiOX Aeration Panels at the Woodridge-Greene Valley Wastewater Facility and the Knollwood Wastewater Facility. On voice vote, motion carried.

Member Healy moved, seconded by Member Zay, that Resolution #PW-P-0121-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

WHEREAS, the Parkson Corporation manufactures HiOX Aeration Panels that the County utilizes in the aeration tanks of the sewage treatment facilities the County maintains; and

WHEREAS, in 2009, the County awarded a contract to Parkson Corporation for the purchase of one hundred twenty-eight (128) aeration tank panels for use at the Woodridge-Greene Valley Wastewater Facility; and

WHEREAS, in 2011, the County awarded a contract to Parkson Corporation for the purchase of five hundred seventy-one (571) aeration tank panels for use at the Woodridge-Greene Valley Wastewater Facility and the Knollwood Wastewater Facility; and
WHEREAS, the Parkson Corporation and the County have determined that the aeration tank panels located in two of the three aeration tanks at the Woodridge Greene-Valley Wastewater Facility have begun to fail prior to the end of the panels’ reasonably anticipated useful lives; and

WHEREAS, the Parkson Corporation and the County expect that the remaining aeration panels at the Woodridge Green-Valley Wastewater Facility and the Knollwood Wastewater Facility will experience similar failures of its aeration tank panels prior to the end of the panels’ reasonably anticipated useful lives; and

WHEREAS, the warranty coverage the Parkson Corporation provides for the aeration panels installed at both County wastewater facilities has expired; and

WHEREAS, the County has determined that it cannot continue to operate the aeration tanks at the Woodridge-Green Valley Wastewater Facility consistent with the regulations promulgated by the Environmental Protection Agency without the immediate replacement the aeration panels and that an emergency procurement situation is imminent; and

WHEREAS, Parkson Corporation was the sole bidder in 2011 to provide aeration panels to the County in response to an invitation to bid which permitted providers of other aeration systems the opportunity to demonstrate their technologies and plan for retrofitting existing County facilities; and

WHEREAS, the County has determined that the cost of retrofitting the aeration tanks at the Woodridge-Greene Valley Wastewater Facility and the Knollwood Wastewater Facility to use another manufacturer’s aeration products is prohibitively expensive so as to constitute a circumstance unsuitable for competitive bidding; and

WHEREAS, the Parkson Corporation and the County have negotiated an agreement whereby the County will agree to forego any legal remedy it may have against Parkson arising from the 2009 and 2011 procurements in exchange for the ability to purchase a total of two hundred (200) HiOX Messner aeration panels at a unit cost below the County’s 2011 purchase price, with the option to purchase an additional two hundred (200) panels by 2019 at the same price, as well as for other valuable consideration as more fully set forth in the attached contract and purchase order.

NOW, THEREFORE BE IT RESOLVED, County Contract issued to Parkson Corporation to furnish and deliver replacement Messner HiOX aeration panels at the Woodridge Greene Valley Treatment Facility, for Public Works, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Parkson Corporation, 1401 West Cypress Creek Road, Fort Lauderdale, Florida 33309, for a total contract amount not to exceed $280,181.00

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

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Member Healy moved, seconded by Member Chaplin, that Resolution #PW-0033E-97 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
PW-0033E-97
GLEN ELLYN HEIGHTS WATER TOWER LEASE AGREEMENT RENEWAL WITH SPRINT

WHEREAS, pursuant to authority granted by the Illinois General Assembly at 55 ILCS 5/5-15007 (1992), the County of DuPage (“COUNTY”) owns and operates a waterworks and water tower known as the Glen Ellyn Heights DuPage County Water Tower; and

WHEREAS, the DuPage County Board previously approved a lease with Sprint Nextel, a Kansas Corporation (“TENANT”) by Resolution PW-0033-97; and

WHEREAS, Sprint has requested a renewal of the lease of the Glen Ellyn Heights Water Tower pursuant to the renewal terms provided for in said lease; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of a five year renewal term from June 1, 2018 through June 1, 2023, for the Glen Ellyn Heights Water Tower Lease Agreement between the COUNTY and TENANT with a monthly rental amount of $4,360,11. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to five percent (5%) of the rent for the previous year.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the Glen Ellyn Heights Tower Lease Agreement is hereby approved and renewed, and that the Chairman of the County Board is hereby authorized and directed to execute any documents necessary for said renewal on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution to Sprint, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attn: Property Services, Anthony E. Hayman, State’s Attorney’s Office and Susan Snow, 7900 Route 53, Woodridge, Illinois 60517.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Chaplin, that Resolution #PW-0032F-97 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
PW-0032F-97
NORDIC PARK WATER TOWER LEASE AGREEMENT
RENEWAL WITH SPRINT

WHEREAS, pursuant to authority granted by the Illinois General Assembly at 55 ILCS 5/5-15007 (1992), the County of DuPage (“COUNTY”) owns and operates a waterworks and water tower known as the Nordic Park DuPage County Water Tower; and

WHEREAS, the DuPage County Board previously approved a lease with Sprint, a Kansas Corporation (“TENANT”) by Resolution PW-0032-97; and

WHEREAS, Sprint has requested a renewal of the lease of the Nordic Park Water Tower pursuant to the renewal terms provided for in said lease; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of a five year renewal term from May 1, 2018 through May 1, 2023, for the Nordic Park Water Tower Lease Agreement between the COUNTY and TENANT with a monthly rental amount of $4,186.00. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to five percent (5%) of the rent for the previous year.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the Nordic Park Tower Lease Agreement is hereby approved and renewed, and that the Chairman of the County Board is hereby authorized and directed to execute any documents necessary for said renewal on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution to Sprint, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attn: Property Services, Anthony E. Hayman, State’s Attorney’s Office and Susan Snow, 7900 Route 53, Woodridge Illinois 60517.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Zay, that Resolution #PW-0001B-08 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
PW-0001B-08
STEEPLE RUN WATER TOWER
LEASE AGREEMENT RENEWAL WITH T-MOBILE

WHEREAS, pursuant to authority granted by the Illinois General Assembly at 55 ILCS 5/5-15007 (1992), the County of DuPage (“COUNTY”) owns and operates a waterworks and water tower known as the Steeple Run DuPage County Water Tower; and

WHEREAS, the DuPage County Board previously approved a lease with T-Mobile (“TENANT”) by Resolution PW-0001-08 and amended and/or renewed by subsequent County Board Resolutions; and

WHEREAS, T-Mobile has requested a renewal of the lease of the Steeple Run Water Tower pursuant to the renewal terms provided for in said lease; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of a five year renewal term from May 22, 2018 through May 22, 2023, for the Steeple Run Water Tower Lease Agreement between the COUNTY and TENANT with a monthly rental amount of $4,112.96. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to five percent (5%) of the rent for the previous year.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the Steeple Run Water Tower Lease Agreement is hereby approved and renewed, and that the Chairman of the County Board is hereby authorized and directed to execute any documents necessary for said renewal on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution to T-Mobile USA, Inc., Attn: Lease Compliance, 12920 SE 38th Street, Bellevue, Washington 98006, Anthony E. Hayman, State’s Attorney’s Office and Susan Snow, 7900 Route 53, Woodridge, Illinois 60517.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Chaplin, that Resolution #SM-R-0124-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

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RESOLUTION
SM-R-0124-18
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING FOR PROJECT
CDBG-DR-15 - REDMOND RESERVOIR EXPANSION PROJECT - BETWEEN THE
COUNTY OF DU PAGE AND DU PAGE STORMWATER DEPARTMENT

This Interdepartmental Memorandum of Understanding (MOU) is entered into this 10th day of April, 2018, by and between the DuPage County Stormwater Management Department and the DuPage Community Development Commission (collectively the “Parties”), for funding of the “Redmond Reservoir Expansion Project” (hereinafter referred to as “Project”).

WHEREAS, a Stormwater Master Plan and subsequent Drainage Study was performed by the Village of Bensenville; and

WHEREAS, this project was identified as part of the recommended improvements in the studies; and

WHEREAS, DuPage County has received over $31,000,000 distributed by the Department of Housing and Urban Development (HUD) from the Community Development Block Grant Disaster Relief (CDBG-DR) for projects related to flooding that occurred in April 2013; and

WHEREAS, the Community Development Commission is responsible for the oversight and payment of CDBG-DR funds to support construction of the PROJECT in the amount of $2,452,982.80; and

WHEREAS, the PARTIES wish to memorialize this funding agreement; and

WHEREAS, the attached MOU has been prepared to serve as the basis for interdepartmental cooperation, with regard to the funding responsibilities of the PARTIES for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached MOU is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the MOU on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached MOU to Anthony Hayman, State’s Attorney’s Office, DuPage County Community Development and DuPage County Stormwater Management.
Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Puchalski, that Resolution #SM-R-0125-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
SM-R-0125-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ADDISON AND THE COUNTY OF DU PAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN THE EAST BRANCH DU PAGE RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Addison (“Municipality”) are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation and enforcement of a stormwater management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent
practicable to protect water quality, and to satisfy the appropriate water quality requirements of
the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C,
Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the stormwater management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize
cost savings by utilizing County equipment, vehicles and personnel to complete these minimum
control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR 40, Part IV, Section D authorizes
Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and
in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to
cooperate with each other in the area of NPDES compliance as set forth in the attached
Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
Intergovernmental Agreement between the County of DuPage and Village of Addison, is hereby
accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized
and directed to execute this Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit
certified copies of this Resolution and the attached Agreement to the Village of Addison, 1
Friendship Plaza, Addison, Illinois 60101 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Chaplin, that Resolution #SM-R-0126-18 be
approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grasso, Hart, Healy, Khoueri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley
and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
SM-R-0126-18
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF HANOVER PARK AND THE COUNTY OF DU PAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM PROGRAM IN THE WEST BRANCH DU PAGE RIVER
AND POPLAR CREEK SOUTH BRANCH WATERSHEDS

WHEREAS, the County of DuPage ("County") and Village of Hanover Park
("Municipality") are public agencies within the meaning of Illinois Intergovernmental
Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7,
Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among
units of local government in planning and providing services to their citizens; and

WHEREAS, the County has adopted the DuPage County Stormwater Management Plan
which recognizes the reduction of stormwater runoff and improving water quality as an integral
part of the proper management of storm and flood waters; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES")
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit
authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of
Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under
ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development,
implementation, and enforcement of a stormwater management program designed to reduce the
discharge of pollutants from small municipal storm sewer systems to the maximum extent
practicable to protect water quality, and to satisfy the appropriate water quality requirements of
the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C,
Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the stormwater management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize
cost savings by utilizing County equipment, vehicles and personnel to complete these minimum
control measures, subject to the latter’s availability; and
WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Hanover Park, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Village of Hanover Park, 2041 Lake Street, Hanover Park, Illinois 60133 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member DiCianni, that Resolution #SM-P-0103-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
SM-P-0103-18
INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF DU PAGE, ILLINOIS AND OAK BROOK PARK DISTRICT FOR
THE CENTRAL PARK BMP WATER QUALITY IMPROVEMENT PROJECT

WHEREAS, the OAK BROOK PARK DISTRICT (“PARK DISTRICT”) and the COUNTY OF DU PAGE (“COUNTY”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding and to enter into agreements for the purposes of stormwater...
management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the PARK DISTRICT has developed a conceptual design report for the design, construction, and maintenance of multi-faceted Best Management Practices project at their Central Park Campus to include removing a failing dam, installing permeable pavement, creating a native vegetated swale, and restoring the streambank and riparian corridor of Ginger Creek (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the PARK DISTRICT have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff into the Salt Creek watershed; and

WHEREAS, the PARK DISTRICT has requested COUNTY participation in cost sharing the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed One hundred thousand dollars and no cents ($100,000.00); and

WHEREAS, the PARK DISTRICT shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the PARK DISTRICT shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended 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 and the PARK DISTRICT is hereby accepted and approved in an amount not to exceed One hundred thousand dollars and no cents ($100,000.00); 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 the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, Illinois 60523 and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
Member Zay moved, seconded by Member Larsen, that Resolution #SM-P-0104-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
SM-P-0104-18
AWARDING RESOLUTION ISSUED TO
EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC. FOR THE CONSTRUCTION OF THE REDMOND RESERVOIR EXPANSION PROJECT
(CONTRACT AMOUNT $2,452,982.80)

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 Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order to Earthwerks Land Improvement and Development Corporation, Inc., to furnish all equipment, labor, material, tools and supervision necessary for the construction of flood control improvements associated with the Redmond Reservoir Expansion - Village of Bensenville Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for the construction of flood control improvements associated with the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Earthwerks Land Improvement and Development Corporation, Inc., 1240 Lyon Road, Batavia, Illinois 60510 for the total contract amount not to exceed $2,452,982.80 per lowest responsible Bid #18-035-DT.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Healy, that Resolution #TE-P-0117-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
TE-P-0117-18
AWARDING RESOLUTION TO AT&T MOBILITY II LLC
D/B/A AT&T MOBILITY - NATIONAL ACT
FOR THE PURCHASE OF
AIRWATCH MOBILE DEVICE MANAGEMENT SUITE
(CONTRACT TOTAL: $27,300.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to AT&T Mobility II LLC d/b/a/AT&T Mobility - National Act, for the procurement of AirWatch Mobile Device Management Suite to manage smartphones assigned to County employees, for the period of May 1, 2018 through April 30, 2019, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that the contract, covering said, for the procurement of AirWatch Mobile Device Management Suite to manage smartphones assigned to County employees, for the period of May 1, 2018 through April 30, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to AT&T Mobility II LLC, d/b/a/AT&T Mobility - National Act, 95 West Algonquin Road, Arlington Heights, Illinois 60005, for a contract total amount of $27,300.00. Per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Zay, that Resolution #DT-R-0108-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
DT-R-0108-18
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF CAROL STREAM
FOR THE INSTALLATION OF A SPAN WIRE TRAFFIC SIGNAL
AT CH 7/ST. CHARLES ROAD AND PRESIDENT STREET
INCLUDING FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
SECTION 18-00297-00-TL
(ESTIMATED VILLAGE REIMBURSEMENT $75,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Carol Stream (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 is preparing plans and specifications for the installation of a span wire four (4) way traffic signal at the intersection of CH 7/St. Charles Road and President Street, known as COUNTY Section No. 18-00297-00-TL (hereinafter referred to as TRAFFIC SIGNAL); and

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to install said TRAFFIC SIGNAL; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the installation and future maintenance responsibilities including financial obligations of the COUNTY and the VILLAGE related to the TRAFFIC SIGNAL; 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

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 10th day of April, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0119-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
DT-R-0119-18
AWARDING RESOLUTION
TO ARROW ROAD CONSTRUCTION COMPANY
2018 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 18-PVMTC-09-GM
(COUNTY COST: $3,084,750.70)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2018 Pavement Maintenance (North) Program, Section 18-PVMTC-09-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>Arrow Road Construction Company</td>
<td>$3,084,750.70</td>
</tr>
<tr>
<td>R.W. Dunteman Company</td>
<td>$3,138,198.96</td>
</tr>
<tr>
<td>K-Five Construction Corporation</td>
<td>$3,377,525.75</td>
</tr>
<tr>
<td>Plote Construction, Inc.</td>
<td>$3,598,076.63</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 Arrow Road Construction Company for their submission of the lowest, most responsible bid in the amount of $3,084,750.70.

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
Arrow Road Construction Company, 3401 South Busse Road, Mt. Prospect, Illinois 60056 for their bid of $3,084,750.70; 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>$3,084,750.70</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation; and

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 Arrow Road Construction Company.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-R-0121-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
DT-R-0121-18
AWARDING RESOLUTION TO THORNE ELECTRIC, INC.
SPAN WIRE TRAFFIC SIGNAL INSTALLATION
CH 7/ST. CHARLES ROAD AT PRESIDENT STREET
SECTION 18-00297-00-TL
(COUNTY COST: $100,726.70; COUNTY TO BE REIMBURSED 50%)

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 installation of a span wire traffic signal at CH 7/St. Charles Road at President Street, Section 18-00297-00-TL, 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>Thorne Electric Company</td>
<td>$100,726.70</td>
</tr>
<tr>
<td>Virgil Cook &amp; Son, Inc.</td>
<td>$103,069.30</td>
</tr>
<tr>
<td>H&amp;H Electric Company</td>
<td>$110,991.50</td>
</tr>
<tr>
<td>Home Towne Electric, Inc.</td>
<td>$111,030.65</td>
</tr>
<tr>
<td>Meade, Inc.</td>
<td>$115,074.28</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 Thorne Electric, Inc. for their submission of the lowest, most responsible bid in the amount of $100,726.70.

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 Thorne Electric, Inc., 26W501 St. Charles Road, Carol Stream, Illinois 60188 for their bid of $100,726.70; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:
FUND AMOUNT
1500-3500-54050 $100,726.70

; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Thorne Electric, Inc.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

R E S O L U T I O N

DT-R-0057A-18
AMENDMENT TO RESOLUTION DT-R-0057-18
FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
OXCART PERMIT SYSTEMS, LLC
FOR PROFESSIONAL OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and Oxcart Permit Systems, LLC (hereinafter referred to as OXCART) previously entered into an Agreement on February 27, 2018, for professional overweight/over dimension permitting services (hereinafter referred to as AGREEMENT); and

WHEREAS, the COUNTY and OXCART desire to enter into a First Amendment to said AGREEMENT to revise a provision for the Cyber Liability Insurance in said AGREEMENT; and
WHEREAS, said First Amendment to said AGREEMENT (hereinafter referred to as AMENDMENT) has been prepared and attached hereto; and

WHEREAS, said AMENDMENT must be executed to revise said insurance provision for the Cyber Liability Insurance referenced in said AGREEMENT.

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

BE IT FURTHER RESOLVED that a copy of this Resolution and one (1) executed AMENDMENT be sent to OXCART, by and through the Division of Transportation.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
convenient for it to use, occupy or improve” the real estate held by the transferor municipality; and

WHEREAS, the COUNTY and the DISTRICT have determined that it is necessary to enter into an intergovernmental agreement (hereinafter referred to as AGREEMENT) for the COUNTY to acquire said grant of temporary construction easement and to define mutual PROJECT responsibilities; and

WHEREAS, the COUNTY and the DISTRICT are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the Local Government Property Transfer Act (hereinafter referred to as TRANSFER ACT) and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, the DISTRICT is empowered to convey their grant of temporary construction easement over a portion of the DISTRICT’s property to the COUNTY upon a two-thirds vote of the DISTRICT’s Board pursuant to the authority conferred by the TRANSFER ACT.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois:

1. The recitals set forth above are incorporated herein and made a part hereof.

2. The COUNTY hereby declares that “it is necessary or convenient for it to use, occupy or improve” property owned by the DISTRICT as referenced in the attached AGREEMENT.

3. The Chairman is hereby authorized and directed to sign on behalf of the COUNTY, and the Clerk is hereby authorized to attest thereto, the AGREEMENT entitled “INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE CAROL STREAM PARK DISTRICT FOR A MULTI-USE PATH ALONG CH 23/GARY AVENUE FROM THE GREAT WESTERN TRAIL TO ARMY TRAIL ROAD, SECTION NO. 11-00237-11-BT.”

4. The Director of Transportation/County Engineer or his designee is hereby authorized to execute any other documents necessary and pertinent to said AGREEMENT and shall take such action as may be necessary to carry out the terms of said AGREEMENT.

5. The Clerk is hereby directed to transmit a duplicate original of this authorizing Ordinance and AGREEMENT to the Carol Stream Park District, by and through the Division of Transportation.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0093-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0093-18
AWARDING RESOLUTION ISSUED TO PATTEN INDUSTRIES, INC.
TO FURNISH AND DELIVER
ONE (1) CATERPILLAR MEDIUM WHEEL LOADER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $249,050.00)

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 Patten Industries, Inc., to furnish and deliver one (1) Caterpillar model 962M medium wheel loader with options for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) Caterpillar model 962M medium wheel loader with options for the Division of Transportation, is hereby approved for issuance to Patten Industries, Inc., 635 West Lake Street, Elmhurst, Illinois 60126, for a contract total not to exceed $249,050.00, per lowest responsible bid #18-015-LG.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member DiCianni, that Resolution #DT-P-0097-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Elliott voted “nay.” Member Grant was not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0097-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND ESI CONSULTANTS, LTD.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2018 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 18-PVMTC-10-GM
(CONTRACT TOTAL NOT TO EXCEED $287,527.32)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2018 Pavement Maintenance (South) Program, Section 18-PVMTC-10-GM; and

WHEREAS, ESI Consultants, Ltd. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed $287,527.32; 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 and CONSULTANT be hereby accepted and approved for a contract total not to exceed $287,527.32 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 ESI Consultants, Ltd., 1979 North Mill Street, Suite 100, Naperville, Illinois 60563, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.
Member Elliott moved, seconded by Member Anderson, that pursuant to Open Meetings Act Sec. 2(c)(21), the Board go into Executive Session for the purpose of reviewing Executive Session minutes. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

Meeting reconvened. Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0137-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grasso, Hart, Healy, Khouri, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Grant was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0137-18
PERTAINING TO THE REVIEW OF EXECUTIVE SESSION MINUTES

WHEREAS, the Illinois Open Meeting Act, 5 ILCS 120/1 et seq. provides the meeting of the County Board be open to the public except for certain statutorily enumerated types of business which because of a need for confidentiality may be conducted in closed or executive session; and

WHEREAS, Section 2.06(d) of the Act requires public bodies to periodically meet to review minutes of all closed meetings and at such meetings determine and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

WHEREAS, the County Board has conducted the review required by Section 2.06(d) and has determined a need for confidentiality still exists as to the portions of the following meetings which were closed pursuant to Section 2(c)(1), Section 2(c)(2) and/or Section 2(c)(11) of the Act for the purposes of discussing collective negotiating matters and/or pending or threatened litigation, respectively:

NOW THEREFORE BE IT RESOLVED that the need for confidentiality still exists as to minutes and verbatim records of the meetings listed above where the County Board considered the release of closed session meeting minutes; and further

BE IT FURTHER RESOLVED, that the County Board shall conduct its next review of closed session minutes no later than its second meeting in October, 2018.

Enacted and approved this 10th day of April, 2018, at Wheaton, Illinois.

Under Unfinished Business, Member Grasso stated that the father of State’s Attorney employee Michael Sapp works for the Village of Burr Ridge. He is proud that the father passed down to his son the importance of public service.

Member Khouri thanked Member Fichtner for his wisdom and level headedness. She wished him good luck on his new endeavor.

Member Larsen stated that good government is because of good people like Member Fichtner. He also announced that Colonel Wiley is retiring from the army.

Member DiCianni thanked Chairman Cronin for his leadership on Autism. He also thanked Member Fichtner for his commitment to the City of Elmhurst and District 1.

Member Chaplin thanked Member Fichtner for his kindness and fairness. She wished him well. She also stated that 17 years ago Nick Kottmeyer came to her neighborhood and talked to them about Lake Michigan water. He calmed all their fears and the project was completed without incident.

Member Puchalski stated that he looked at the preview of the legislation on the Election Commission and asked the Chairman what he will say tomorrow in Springfield.
Chairman Cronin responded that he will testify before the House Committee on eliminating the DuPage Election Commission. He believes the Bill will pass.

Member Healy announced that today is former Board Member Pam Rion’s birthday.

Member Tornatore thanked Member Fichtner for taking the time to talk to him when he was first elected. He said that he is a great father and husband.

Member Elliott agreed with what everyone was saying about Member Fichtner and stated that when he was first elected, Member Fichtner came to his office.

Member Noonan thanked Member Fichtner for his leadership as an Alderman of Elmhurst before coming to the County Board. He wished him luck on his future endeavor.

Member Wiley also thanked Member Fichtner.

Member Krajewski said that when he was Mayor, he talked to Member Fichtner at a conference in Springfield, then he came to County Board.

Member Hart stated that as a junior member, he felt all Board Members respected Member Fichtner. He wished him the best of luck.

Member Anderson thanked Member Fichtner.

Member Fichtner moved, seconded by Member Puchalski, that this meeting of the County Board of DuPage County be adjourned to Tuesday, April 24, 2018 at 10:00 A.M. On voice vote, motion carried.

Paul Hinds, County Clerk
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000  
Cash Code: 1414  
Class C Accounts Payable

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 

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<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
<th>Auth PL</th>
<th>Due Date</th>
<th>Dsc Date</th>
<th>Scheduled Amount</th>
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<th>Net Payment Amount</th>
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<td>11557</td>
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<td>19717</td>
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### Bank Account Payment History

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**Time 13:05**  
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**USD**  
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**Payment Currency USD**  
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**Bank 071923909**  
**Payment Code ACH**

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**Payment Number 517652 Payment Date 05/04/18**  
Vendor 11864 PORTER LEE CORPORATION Status Issued

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**Payment Number 517653 Payment Date 05/04/18**  
Vendor 12487 STEPHENS, ROSEMARY Status Issued

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**Payment Number 517654 Payment Date 05/04/18**  
Vendor 12313 SULLIVAN, ANTHONY Status Issued

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**Payment Code ACH Total**  
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**Payment Count**  
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**Payment Code:** CHK

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**Cash Code:** 1414

**Payment Currency:** USD

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**Bank Account Payment History**

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- **Due Date:** 05/03/18
- **Auth PL:** 11109
- **Voucher:** 11109
- **Scheduled Amount:** 68.81
- **Discount Amount:** 0.00
- **Net Payment Amount:** 68.81

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**Attachment:** 05-04-18 - Paylist (17-18-576 : 5/4/18 Paylist)
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**AP255 Date 05/04/18**
**Time 13:06**

**Cash Code** 1414 **Bank** 071923909

**Pay Group** 1000 GENERAL FUND PAY GROUP **USD**

**Payment Date Range** 05/04/18 thru 05/04/18 **Payment Currency USD**

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**Payment Count**: 79

**Cash Code 1414 Total**: 160,476.36
**Payment Count**: 91

**Pay Group 1000 USD Total**: 160,476.36
**Payment Count**: 91
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414       Class C Accounts Payable

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 
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**AP255 Date 05/04/18**

**Time 13:07**

**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD**

**Cash Code 1414 Bank 071923909**

**Payment Date Range 05/04/18 thru 05/04/18**

**Payment Currency USD**

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## Bank Account Payment History

**AP255 Date 05/04/18**  
**Time 13:07**

**Cash Code** 1414  
**Bank** 071923909

### Payment Account History

- **Bank Account Payment History**
- **Pay Group** 1100 GENERAL GOVERNMENT PAY GROUP
- **USD**

#### Payment Date Range

05/04/18 thru 05/04/18

#### Payment Currency

USD

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- **Total Payment Count**: 48
- **Total Payment**: 10,939.70

**Total Cash Code 1414**
- **Total Payment Count**: 50
- **Total Payment**: 13,347.03

**Total Pay Group 1100 USD**
- **Total Payment Count**: 50
- **Total Payment**: 13,347.03
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AP255 Date: 05/04/18           JOB SUBMISSION PARAMETERS
Time: 13:07

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200               Class C Accounts Payable
Cash Code: 1414

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 7.C.a

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**Payment Total:**

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- 4,940.25
- 3,463.43
- 33.95
- 96.22
- 1,705.00
- 1,705.00
- 33.95
- 74.21
- 74.21
- 74.21
- 4,940.25
- 1,125.70

**Vendor:**
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- 11614
- 10597
- 10555
- 22472
- 12439
- 11694
- 10555

**Invoice:**
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- 81592203
- 690135937
- 22427695
- 22433254
- 22433255
- 22440222
- 22445178
- 22445179
- 22452417
- 22462377
- 22462383
- 22462384
- 22462385
- 22462386
- 22462387
- 22462388

**Vendor Code:** CHK

**Bank Account Payment History**

- AP255 Date 05/04/18
- Pay Group 1200 HEALTH AND WELFARE PAY GROUP
- USD
- Bank Account Payment History
- Cash Code 1414
- Bank 071923909
- Payment Date Range 05/04/18 thru 05/04/18
- Payment Currency USD

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**Vendor | Invoice | Voucher | Auth PL | Due Date | Dsc Date | Scheduled Amount | Discount Amount | Net Payment Amount**

- PAN-O-GOLD BAKING COMPANY | 10439 | IX | 100 | 05/24/18 | 0 | 74.21 | 0.00 | 74.21
- PARMED PHARMACEUTICALS LLC | 22472 | IX | 100 | 05/24/18 | 0 | 337.16 | 0.00 | 337.16
- PEL/VIP MEDICAL STAFFING | 11614 | IX | 100 | 05/20/18 | 0 | 496.22 | 0.00 | 496.22
- PEPSI-COLA | 11800 | IX | 100 | 05/07/18 | 0 | 33.95 | 0.00 | 33.95
- SYSCO FOOD SERVICES-CHICAGO | 12439 | IX | 100 | 05/12/18 | 0 | 27.76 | 0.00 | 27.76
- UNLIMITED ADVACARE INC | 11694 | IX | 100 | 05/12/18 | 0 | 1,029.04 | 0.00 | 1,029.04
- VERIZON WIRELESS | 10597 | IX | 100 | 05/01/18 | 0 | 1,214.81 | 0.00 | 1,214.81

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**Packet Pg. 81**
## Bank Account Payment History

**AP255** Date 05/04/18  
**Time** 13:07  
**Pay Group** 1200 HEALTH AND WELFARE PAY GROUP  
**Bank Account Payment History**  

**Payment Date Range** 05/04/18 thru 05/04/18  
**Payment Currency** USD  

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**Bank** 071923909  

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**Payment Count** 15  

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Discount Amount 0.00  
Net Payment Amount 63,002.16  
Payment Count 15  

**Cash Code** 1414 Total  
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Discount Amount 0.00  
Net Payment Amount 63,002.16  
Payment Count 15  

**Pay Group** 1200 USD Total  
Scheduled Amount 63,002.16  
Discount Amount 0.00  
Net Payment Amount 63,002.16  
Payment Count 15  

**Payment Date Range** 05/04/18 thru 05/04/18  
**Payment Currency** USD  

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Bank Account Payment History

Date: 05/04/18
Time: 13:07

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414
Class C Accounts Payable

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 7.C.a

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Bank Account Payment History

AP255 Date: 05/04/18
Time: 13:08

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 050418 - 050418
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### Bank Account Payment History

**AP255 Date 05/04/18**
**Time 13:08**

**Bank Account Payment History**

**Cash Code 1414**
**Bank 071923909**

**Payment Date Range** 05/04/18 thru 05/04/18

**Payment Code** CHK

**Payment Currency** USD

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**Payment Number 1066568 Payment Date 05/04/18 Vendor 28849 IX 130 05/03/18**

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**Payment Count 17**

**Payment Code CHK Total 13,971.32**

**Payment Count 18**

**Cash Code 1414 Total 14,451.32**

**Payment Count 18**

**Pay Group 1400 USD Total 14,451.32**
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 7.C.a
Bank Account Payment History

AP255 Date 05/04/18  
Time 13:09  

Pay Group 1500 HWY STREETS & BRIDGES PAY GRP  USD  

Bank Account Payment History  

Payment Date Range 05/04/18 thru 05/04/18  
Payment Currency USD  

Cash Code 1414  
Bank 071923909  
Payment Code ACH  

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- Payment Count 50
- Payment Total 95,628.33

**Cash Code 1414 Total**

- Payment Count 51
- Payment Total 95,691.67

**Pay Group 1500 USD Total**

- Payment Count 51
- Payment Total 95,691.67
Bank Account Payment History

AP255 Date: 05/04/18           JOB SUBMISSION PARAMETERS
Time: 13:09

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600       Class C Accounts Payable
Cash Code: 1414

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 7.C.a
## Bank Account Payment History

**AP255 Date 05/04/18**  
**Time 13:09**  
**Pay Group** 1600 CONSERV & RECREATION PAY GROUP USD  
**Bank Account Payment History**  
**Payment Date Range** 05/04/18 thru 05/04/18  
**Payment Currency** USD  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** ACH  

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**Payment Code ACH Total**  
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Packet Pg. 98
## Bank Account Payment History

**AP255 Date 05/04/18**  
**Time 13:09**

**Payment Account Payment History**  
**Cash Code 1414**  
**Bank 071923909**

**Payment Date Range** 05/04/18 thru 05/04/18  
**Payment Currency USD**

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**Payment Date Range**

05/04/18 thru 05/04/18

**Payment Currency**

USD

**Bank Account Payment History**

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**Packet Pg. 100**

**Attachment:** 05-04-18 - Paylist (17-18-576 : 5/4/18 Paylist)
Bank Account Payment History

AP255 Date: 05/04/18          JOB SUBMISSION PARAMETERS
Time: 13:10

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000            Class C Accounts Payable
Cash Code: 1414

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code:    

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**AP255 Date 05/04/18**
**Time 13:10**

**Cash Code 1414**
**Bank 071923909**

**Payment Date Range 05/04/18 thru 05/04/18**
**Payment Currency USD**

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| 28833 1937023        | IX      | 100     | 05/18/18 | 207.83  | 0.00     |                  |                  | 207.83            |
| 28833 1937615        | IX      | 100     | 05/19/18 | 44.42   | 0.00     |                  |                  | 44.42             |
| **Total**             |         |         | **252.25** | **0.00** | **252.25** |                   |                  |                   |

| Payment Number 1066649 Payment Date 05/04/18 |
| 11102 023E0548       | IX      | 100     | 05/16/18 | 212.93  | 0.00     |                  |                  | 212.93            |
| 11102 023E0750       | IX      | 100     | 05/24/18 | 44.42   | 0.00     |                  |                  | 44.42             |
| **Total**             |         |         | **386.70** | **0.00** | **386.70** |                   |                  |                   |

| Payment Number 1066650 Payment Date 05/04/18 |
| 26705 0003916116     | 100     | 05/25/18 | 212.93  | 0.00     | 212.93   |                   |                  |                   |
| 26705 0003916117     | 100     | 05/25/18 | 100.00  | 0.00     | 100.00   |                   |                  |                   |
| 26705 0003916118     | 100     | 05/25/18 | 135.00  | 0.00     | 135.00   |                   |                  |                   |
| 26705 0003916119     | 100     | 05/25/18 | 510.00  | 0.00     | 510.00   |                   |                  |                   |
| 26705 0003916120     | 100     | 05/25/18 | 2,040.00 | 0.00   | 2,040.00 |                   |                  |                   |
| **Total**             |         |         | **3,195.00** | **0.00** | **3,195.00** |                   |                  |                   |

| Payment Number 1066651 Payment Date 05/04/18 |
| 28834 042618         | IX      | 100     | 05/26/18 | 660.83  | 0.00     |                  |                  | 660.83            |
| **Total**             |         |         | **660.83** | **0.00** | **660.83** |                   |                  |                   |

| Payment Number 1066652 Payment Date 05/04/18 |
| 27225 2000176-PW 042418 | 100 | 05/24/18 |          |          | **10,163.90** | **0.00** | **10,163.90** |
| **Total**             |         |         |          |          | **10,163.90** | **0.00** | **10,163.90** |

| Payment Number 1066653 Payment Date 05/04/18 |
| 11932 405682         | IX      | 100     | 05/23/18 | 338.13  | 0.00     |                  |                  | 338.13            |
| **Total**             |         |         | **338.13** | **0.00** | **338.13** |                   |                  |                   |

| Payment Number 1066654 Payment Date 05/04/18 |
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| Payment Number 1066655 Payment Date 05/04/18 |
| 10057 86141110006 042418 | 100 | 05/24/18 |          |          | **3,191.72** | **0.00** | **3,191.72** |
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**Attachment:** 05-04-18 - Paylist (17-18-576 : 5/4/18 Paylist)
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**Cash Code 1414 Total**: 1,400,087.77
**Payment Count**: 27

**Pay Group 2000 USD Total**: 1,400,087.77
**Payment Count**: 27
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Time: 13:10

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 050418 - 050418
Payment Numbers: -
Payment Code: 7.C.a

## Bank Account Payment History

**AP255 Date 05/04/18**

**Time 13:11**

**Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Payment Date Range 05/04/18 thru 05/04/18**

**Payment Currency USD**

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**Payment Code ACH**

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- CORPORATE LAKES PROPERTY LLC
- DUPAGE COUNTY COMMUNITY
- DUPAGE PADS INC
- GRAHAM, KELLY
- GRAYBAR

**Status**

- Issued

**Payment Code**

- ACH

**Payment Count**

- 6

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**Attachment:** 05-04-18 - Paylist (17-18-576 : 5/4/18 Paylist)
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**Cash Code** 1414  
**Payment Date Range** 05/04/18 thru 05/04/18  
**Payment Currency** USD  
**Payment Date** 05/04/18  

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*** Cash Code 1414 Total
Payment Count 41
*** Pay Group 5000 USD Total
Payment Count 41
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Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414

Class C Accounts Payable

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**Packet Pg. 118**

Attachment: 05-08-18 - Paylist (17-18-577 : 5/8/18 Paylist)
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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 2

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**Total Payments Count:** 16

**Total Payment Amount:** $14,353.47

**Total Cash Code Amount:** $14,353.47

**Total Pay Group Amount:** $14,353.47
### Bank Account Payment History

**AP255 Date:** 05/08/18  
**Time:** 13:42

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**Job Name:** PMTHISTORY  
**Step Nbr:** 3

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**Payment Numbers:** -  
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**Attachment:** 05-08-18 - Paylist (17-18-577 : 5/8/18 Paylist)
## Bank Account Payment History

**AP255 Date 05/08/18**  
**Time 13:43**  
**Payment Date Range 05/08/18 thru 05/08/18**  
**Cash Code 1414**  
**Payment Code CHK**

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Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 050818 - 050818
Payment Numbers: -
Payment Code: -
## Bank Account Payment History

**AP255 Date 05/08/18**
**Time 13:46**
**Pay Group 1400 JUDICIAL PAY GROUP**
**USD**

**Bank Account Payment History**

**Payment Date Range 05/08/18 thru 05/08/18**
**Payment Currency USD**

**Cash Code 1414**
**Bank 071923909**
**Payment Code CHK**

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Bank Account Payment History

Date: 05/08/18  Time: 13:48

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500  Cash Code: 1414  Class C Accounts Payable

Payment Date: 050818 - 050818
Payment Numbers: -
Payment Code: -
# Bank Account Payment History

**AP255 Date 05/08/18**

**Time 13:49**

**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**

**Bank Account Payment History**

**Payment Date Range 05/08/18 thru 05/08/18**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Currency USD**

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- **1,568.67 USD**

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**Packet Pg. 129**

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Time: 13:50

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

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- **Pay Group 1600 USD Total**: 5,522.86
- **Payment Count**: 11
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**Job Name:** PMTHISTORY  
**Step Nbr:** 8

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- Payment Count: 15
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**Job Name:** PMTHISTORY  
**Step Nbr:** 9

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- HEALTHY AIR HEATING & AIR INC
- HO, YAO-YAO
- HOPPER, SCOTT
- KISHWAUKEE COLLEGE
- MICROTRAIN
- PLASIL, CHRISTINA

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- Issued

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Step Nbr: 1

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**Time:** 11:47

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**Cash Code:** 1414  
**Bank:** 071923909

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05/11/18 thru 05/11/18

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- **SCANSTAT LP**  
- **SECRETARY OF STATE**  
- **SENTINEL TECHNOLOGIES INC**  
- **SHERIFF ADMINISTRATIVE ACCOUNT**  
- **STANARD & ASSOCIATES INC**  
- **STERICYCLE INC**  
- **STRATUS AUDIO INC**  
- **TAB PRODUCTS CO LLC**  
- **TITAN IMAGE GROUP INC**
## Bank Account Payment History

**AP255 Date 05/11/18**  
**Time 11:47**  
**Bank Account Payment History**  
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**Bank 071923909**  
**Pay Group 1000 GENERAL FUND PAY GROUP**  
**USD**  
**Payment Date Range 05/11/18 thru 05/11/18**  
**Payment Currency USD**

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**Pay Group 1000 USD Total**  
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**AP255 Date 05/11/18**

**Time 11:48**

**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP**

**USD**

**Bank Account Payment History**

**Payment Date Range 05/11/18 thru 05/11/18**

**Payment Currency USD**

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**Packet Pg. 153**

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- Payment Count: 35
- Total: 6,786.74
- Discount Amount: 0.00
- Net Payment Amount: 6,786.74

**Cash Code 1414 Total**
- Payment Count: 35
- Total: 6,786.74
- Discount Amount: 0.00
- Net Payment Amount: 6,786.74

**Pay Group 1100 USD Total**
- Payment Count: 35
- Total: 6,786.74
- Discount Amount: 0.00
- Net Payment Amount: 6,786.74
Bank Account Payment History

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414
Class C Accounts Payable

Payment Date: 051118 - 051118
Payment Numbers: -
Payment Code:

Attachment: 05-11-18 - Paylist (17-18-578 : 5/11/18 Paylist)
### Bank Account Payment History

**Payment Date Range:** 05/11/18 thru 05/11/18  
**Payment Currency:** USD

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**Payment Count:** 1

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**Vendor:** GREAT LAKES COCA-COLA  
**Status:** Issued
## Bank Account Payment History

**AP255 Date 05/11/18**  
**Time 11:48**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD**  
**Bank Account Payment History**

**Payment Date Range 05/11/18 thru 05/11/18**  
**Payment Currency USD**

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**Payment Code CHK**  
**Cash Code 1414 Bank 071923909**  
**Packet Pg. 158**

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**Payment Number** 1066940 Payment Date 05/11/18 | **Vendor** 12439 | PAN-O-GOLD BAKING COMPANY | IX | 06/02/18 | | 175.72 | 0.00 | 175.72 |
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**Payment Number** 1066941 Payment Date 05/11/18 | **Vendor** 22472 | PARMED PHARMACEUTICALS LLC | IX | 06/01/18 | | 10.20 | 0.00 | 10.20 |
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**Payment Number** 1066942 Payment Date 05/11/18 | **Vendor** 11614 | PEPSI-COLA | IX | 05/02/18 | | 539.37 | 0.00 | 539.37 |
**Payment Number** 1066943 Payment Date 05/11/18 | **Vendor** 11439 | QS/1 | IX | 05/01/18 | | 4,775.25 | 0.00 | 4,775.25 |
**Payment Number** 1066944 Payment Date 05/11/18 | **Vendor** 18401 | SUTTON, LISA L | IX | 05/17/18 | | 40.82 | 0.00 | 40.82 |
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**Payment Number** 1066945 Payment Date 05/11/18 | **Vendor** 10555 | SYSCO FOOD SERVICES-CHICAGO | IX | 05/19/18 | | 258.00 | 0.00 | 258.00 |
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**Payment Number** 1066945 Payment Date 05/11/18 | **Vendor** 10555 | SYSCO FOOD SERVICES-CHICAGO | IX | 05/28/18 | | 158.91 | 0.00 | 158.91 |
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**Payment Number** 1066945 Payment Date 05/11/18 | **Vendor** 10555 | SYSCO FOOD SERVICES-CHICAGO | IX | 06/03/18 | | 4,174.69 | 0.00 | 4,174.69 |
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**Payment Number** 1066946 Payment Date 05/11/18 | **Vendor** 28859 | TRICARE EXPRESS SCRIPTS INC | IX | 06/03/18 | | 98.92 | 0.00 | 98.92 |
**Payment Number** 1066946 Payment Date 05/11/18 | **Vendor** 28859 | TRICARE EXPRESS SCRIPTS INC | IX | 06/03/18 | | 13,024.63 | 0.00 | 13,024.63 |
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**Payment Date**: 05/11/18

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**Vendor**: TRICARE EXPRESS SCRIPTS INC
**Status**: Issued
**Payment Code**: CHK

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**Payment Count**: 23

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**Cash Code**: 1414
**Total Payment Count**: 24

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**Pay Group**: 1200 USD
**Total Payment Count**: 24

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**Payment Total**: 424.25
**Discount Amount**: 0.00
**Net Payment Amount**: 424.25

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**Cash Code Total**: 134,071.82
**Discount Amount**: 0.00
**Net Payment Amount**: 134,071.82

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**Payment Code CHK Total**: 134,624.82
**Discount Amount**: 0.00
**Net Payment Amount**: 134,624.82

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User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
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**Payment Currency**: USD

**Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amount**

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**Payment Number**

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**Due Date**

**Dsc Date**

**Scheduled Amount**

**Discount Amount**

**Net Payment Amount**

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**Vendor**

**Invoice**

**Voucher**

**Auth PL**

**Due Date**

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**Scheduled Amount**

**Discount Amount**

**Net Payment Amount**
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**AP255 Date 05/11/18**  
**Time 11:49**

**Bank Account Payment History**

**Pay Group**: 1400 JUDICIAL PAY GROUP  
**Bank**: 071923909  
**Cash Code**: 1414  
**Payment Code**: CHK

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**Payment Currency**: USD

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**Payment Count**: 19
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414

Class C Accounts Payable

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- 186.72
- 159.00
- 68.11
- 9.86
- 169.99
- 1,280.00
- 1,288.25
- 3,450.25
## Bank Account Payment History

**AP255** Date 05/11/18  
**Time** 11:50  
**Pay Group** 1500 HWY STREETS & BRIDGES PAY GRP  
**USD**  
**Payment Date Range** 05/11/18 thru 05/11/18  
**Payment Currency** USD  

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**Payment Count** 28  
**Pay Group 1500 USD Total** 53,875.29  
**Payment Count** 28
User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414       Class C Accounts Payable

Payment Date: 05/11/18 - 05/11/18
Payment Numbers: -
Payment Code: -
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Christopher B. Burke Eng. Ltd. | 10234 | IX 100 | 06/01/18 | 1,281.00 | 0.00 | 1,281.00

**Payment Number** 10234 142897  Payment Date 05/11/18  Vendor 10234  Status Issued

**Payment Code ACH Total**

**Payment Count** 1
**Bank Account Payment History**

AP255 Date 05/11/18
Time 11:50

Pay Group 1600 CONSERV & RECREATION PAY GROUP USD

Bank Account Payment History

Payment Date Range 05/11/18 thru 05/11/18
Payment Currency USD

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Payment Code CHK

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- Payment Count 6

**Cash Code 1414 Total**
- Payment Count 7

**Pay Group 1600 USD Total**
- Payment Count 7

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Packet Pg. 175
Attachment: 05-11-18 - Paylist (17-18-578 : 5/11/18 Paylist)
Bank Account Payment History

AP255 Date: 05/11/18
Time: 11:50

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414
Class C Accounts Payable

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05/11/18 thru 05/11/18

### Payment Currency
USD

### Payment Code
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1067002 | 12167 | AMERICAN WATER | Status Issued | 159.60 | 0.00 | 159.60 |
1067003 | 10828 | ANSWER NATIONAL INC | Status Issued | 250.75 | 0.00 | 250.75 |
1067004 | 12891 | AUTOZONE INC | Status Issued | 15.79 | 0.00 | 15.79 |
1067005 | 28875 | BREWTON, DONNA | Status Issued | 500.00 | 0.00 | 500.00 |
1067006 | 10090 | COLUMBIA PIPE & SUPPLY CO | Status Issued | 3,446.07 | 0.00 | 3,446.07 |
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- Payment Count: 20

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- Payment Count: 23

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- Payment Count: 23
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Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414
Class C Accounts Payable

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**AP255** Date 05/11/18  
**Time 11:51**

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**Payment Date Range** 05/11/18 thru 05/11/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909

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**Status**: Issued

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**Attachment**: 05-11-18 - Paylist (17-18-578 : 5/11/18 Paylist)
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**Payment Currency** USD  
**Cash Code** 1414  
**Bank** 071923909

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**Payment Count:** 43

**Total Pay Group 5000 USD:** 203,617.57
**Payment Count:** 43
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Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414
Class C Accounts Payable

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- **Bank:** 071923909
- **Payment Date Range:** 05/15/18 thru 05/15/18
- **Payment Currency:** USD

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**Time 11:45**

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**Cash Code 1414**
**Bank 071923909**

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| 11449 73565327 | Vendor 11449 | IX 100 05/25/18 | **Payment Total** | 2,486.50 | 0.00 | 2,486.50 | 0.00 | 2,486.50 |
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| 26799 030518 | Vendor 26799 | IX 100 06/05/18 | **Payment Total** | 150.00 | 0.00 | 150.00 | 0.00 | 150.00 |
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| 10299 1847727345 | Vendor 10299 | IX 100 05/04/18 | **Payment Total** | 65.76 | 0.00 | 65.76 | 0.00 | 65.76 |
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| 12104 795168 | Vendor 12104 | IX 100 03/29/18 | **Payment Total** | 30.00 | 0.00 | 30.00 | 0.00 | 30.00 |
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| 10204 161364 | Vendor 10204 | IX 100 06/01/18 | **Payment Total** | 130.00 | 0.00 | 130.00 | 0.00 | 130.00 |
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| 10048 3102136101 | Vendor 10048 | IX 100 06/01/18 | **Payment Total** | 648.36 | 0.00 | 648.36 | 0.00 | 648.36 |
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| 20792 2626 | Vendor 20792 | IX 100 05/02/18 | **Payment Total** | 1,112.50 | 0.00 | 1,112.50 | 0.00 | 1,112.50 |
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| 10980 BP-2018-24 | Vendor 10980 | IX 100 05/11/18 | **Payment Total** | 630.00 | 0.00 | 630.00 | 0.00 | 630.00 |
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Step Nbr: 2

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## Bank Account Payment History

**AP255** Date 05/15/18  
**Time 11:47**

**Pay Group** 1100 GENERAL GOVERNMENT PAY GROUP  
**USD**

**Bank Account Payment History**

**Payment Date Range** 05/15/18 thru 05/15/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909

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**Packet Pg. 201**

**Attachment:** 05-15-18 - Paylist (17-18-579 : 5/15/18 Paylist)
Bank Account Payment History

AP255 Date: 05/15/18           JOB SUBMISSION PARAMETERS
Time: 11:47

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 3

Payment Group: 1200
Cash Code: 1414
Class C Accounts Payable

Payment Date: 051518 - 051518
Payment Numbers: -
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Job Name: PMTHISTORY
Step Nbr: 4

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**USD**  

**Cash Code 1414**  
**Bank 071923909**  

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**Payment Currency USD**  

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**Payment Code CHK**  
**Payment Count 5**

**Cash Code 1414**  
**Payment Count 6**

**Pay Group 1300 USD**  
**Payment Count 6**

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Bank Account Payment History

AP255 Date: 05/15/18
Time: 11:47

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Job Name: PMTHISTORY
Step Nbr: 5

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## Bank Account Payment History

### AP255 Date 05/15/18

**Time 11:48**

**Pay Group** 1400 JUDICIAL PAY GROUP

**USD**

### Payment Date Range

05/15/18 thru 05/15/18

**Currency** USD

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**Payment Code** CHK

**Payment Count** 17

**Cash Code** 1414

**Payment Count** 18

**Pay Group** 1400 USD

**Payment Count** 18

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**Attachment: 05-15-18 - Paylist (17-18-579 : 5/15/18 Paylist)***
Bank Account Payment History

AP255 Date: 05/15/18           JOB SUBMISSION PARAMETERS
Time: 11:48

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500  Cash Code: 1414  Class C Accounts Payable
Payment Date: 051518 - 051518
Payment Numbers: -
Payment Code: -
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Job Name: PMTHISTORY
Step Nbr: 8

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**Payment Code CHK**  

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<td>0.00</td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>1067225</td>
<td>10111</td>
<td>IX 103</td>
<td>06/03/18</td>
<td>FAMILY SHELTER SERVICE INC</td>
<td>3,782.38</td>
<td>0.00</td>
<td>3,782.38</td>
<td></td>
</tr>
<tr>
<td>1067226</td>
<td>17837</td>
<td>IX 202</td>
<td>05/10/18</td>
<td>GUZMAN, VALENTIN</td>
<td>25.07</td>
<td>0.00</td>
<td>25.07</td>
<td></td>
</tr>
<tr>
<td>1067227</td>
<td>20261</td>
<td>IX 202</td>
<td>05/10/18</td>
<td>HASSAN, RABIA</td>
<td>204.97</td>
<td>0.00</td>
<td>204.97</td>
<td></td>
</tr>
<tr>
<td>1067228</td>
<td>18849</td>
<td>IX 202</td>
<td>05/10/18</td>
<td>KAGE, VIVIAN</td>
<td>100.19</td>
<td>0.00</td>
<td>100.19</td>
<td></td>
</tr>
<tr>
<td>1067229</td>
<td>18844</td>
<td>IX 202</td>
<td>05/10/18</td>
<td>LONG, JENNIFER</td>
<td>113.03</td>
<td>0.00</td>
<td>113.03</td>
<td></td>
</tr>
<tr>
<td>1067230</td>
<td>20954</td>
<td>IX 202</td>
<td>05/10/18</td>
<td>MAJEWSKI, SARAH</td>
<td>98.56</td>
<td>0.00</td>
<td>98.56</td>
<td></td>
</tr>
<tr>
<td>1067231</td>
<td>24306</td>
<td>IX 105</td>
<td>05/11/18</td>
<td>MEREDITH, JOYCE</td>
<td>39.74</td>
<td>0.00</td>
<td>39.74</td>
<td></td>
</tr>
</tbody>
</table>

**Payment Total**  
39.74  
0.00  
39.74  

**Packet Pg. 224**

### Bank Account Payment History

**AP255 Date 05/15/18**  
**Time 11:50**  
**Payment Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD**

**Payment Date Range 05/15/18 thru 05/15/18**  
**Payment Currency USD**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
<th>Auth PL</th>
<th>Due Date</th>
<th>Dsc Date</th>
<th>Scheduled Amount</th>
<th>Discount Amount</th>
<th>Net Payment Amount</th>
</tr>
</thead>
</table>
| **Payment Number 1067232 Payment Date 05/15/18**  
11109 123929349001  
11109 131556755001 | IX 103 05/09/18 | OFFICE Depot | 60.12 | 0.00 | 60.00 |
| | IX 103 05/26/18 | 35.62 | 0.00 | 35.62 |
| | **Total Payment** | 95.74 | 0.00 | 95.74 |
| **Payment Number 1067233 Payment Date 05/15/18**  
11831 507056 | IX 105 05/14/18 | PACE SUBURBAN BUS | 4,551.62 | 0.00 | 4,551.62 |
| **Total Payment** | 4,551.62 | 0.00 | 4,551.62 |
| **Payment Number 1067234 Payment Date 05/15/18**  
10369 T4497824 | IX 103 05/21/18 | Paddock PUBLICATIONS INC | 232.30 | 0.00 | 232.30 |
| **Total Payment** | 232.30 | 0.00 | 232.30 |
| **Payment Number 1067235 Payment Date 05/15/18**  
26370 TRV20180301 | IX 202 05/11/18 | PETERSEN, GRAZyna | 186.68 | 0.00 | 186.68 |
| **Total Payment** | 186.68 | 0.00 | 186.68 |
| **Payment Number 1067236 Payment Date 05/15/18**  
17868 MIL20180411 | IX 202 05/11/18 | SAELENS, DANYA | 67.58 | 0.00 | 67.58 |
| **Total Payment** | 67.58 | 0.00 | 67.58 |
| **Payment Number 1067237 Payment Date 05/15/18**  
18807 EXP20180503 | IX 101 05/10/18 | SEMENEK, HEIDI | 81.00 | 0.00 | 81.00 |
| **Total Payment** | 81.00 | 0.00 | 81.00 |
| **Payment Number 1067238 Payment Date 05/15/18**  
27659 MIL INTERN20180202 | IX 202 05/11/18 | SIMMONS, IMANI | 49.44 | 0.00 | 49.44 |
| **Total Payment** | 49.44 | 0.00 | 49.44 |
| **Payment Number 1067239 Payment Date 05/15/18**  
28258 MIL20180403 | IX 202 05/11/18 | SINGER, MICHELLE | 60.55 | 0.00 | 60.55 |
| **Total Payment** | 60.55 | 0.00 | 60.55 |
| **Payment Number 1067240 Payment Date 05/15/18**  
28557 MIL20180414 | IX 105 05/10/18 | SPEER, PATRICIA | 33.25 | 0.00 | 33.25 |
| **Total Payment** | 33.25 | 0.00 | 33.25 |

**Total Payment Code CHK**  
Payment Count: 25,345.99  
Payment Count: 0.00  
Payment Count: 25,345.

**Total Cash Code 1414**  
Payment Count: 257,813.37  
Payment Count: 0.00  
Payment Count: 257,813.

**Total Pay Group 5000 USD**  
Payment Count: 257,813.37  
Payment Count: 0.00  
Payment Count: 257,813.
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: AP255-1200
Step Nbr: 1

Pay Group: 1200
Cash Code: 3910        Class C Account
Payment Date: 050618 - 050618
Payment Numbers: -
Payment Code: 

Attachment: 05-06-18 - 1200 - Wire Transfer (17-18-580 : 5/7/18 Wire Transfer)
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Voucher</th>
<th>Auth PL</th>
<th>Due Date</th>
<th>Dsc Date</th>
<th>Scheduled Amount</th>
<th>Discount Amount</th>
<th>Net Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10794</td>
<td>050218</td>
<td>50218</td>
<td>100</td>
<td>05/02/18</td>
<td>8,444.00</td>
<td>0.00</td>
<td>8,444.00</td>
<td>8,444.00</td>
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<tr>
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<td></td>
<td></td>
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<tr>
<td>8,444.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8,444.00</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8,444.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8,444.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# CONSENT AGENDA
## MAY 22, 2018

<table>
<thead>
<tr>
<th>Department</th>
<th>Vendor</th>
<th>PO #</th>
<th>Amount</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportaton</td>
<td>Parsons Transportation Group</td>
<td>1331 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportaton</td>
<td>WSP USA Inc.</td>
<td>2987 SERV</td>
<td></td>
<td>Revised Exhibit C</td>
</tr>
<tr>
<td>Transportaton</td>
<td>TranSystem Corporation</td>
<td>1878 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportaton</td>
<td>Knight E/A, Inc.</td>
<td>2113 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportaton</td>
<td>Bollinger, Lach &amp; Associates, Inc.</td>
<td>2177 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportaton</td>
<td>Alfred Bensch &amp; Company</td>
<td>2178 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Transportaton</td>
<td>DLZ Illinois, Inc.</td>
<td>2338 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
<tr>
<td>Public Works</td>
<td>Collins Engineers, Inc.</td>
<td>1201 SERV</td>
<td></td>
<td>Extend Contract</td>
</tr>
</tbody>
</table>
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1331 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 3</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Parsons Transport Group</td>
<td>Vendor #: 23350</td>
<td></td>
<td>Dept Contact: Eva Hitchcock</td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Professional Network Support Services for the Division of Transportation's Central Signal System, Section 11-DCCSS-00-TL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**INCREASE/DECREASE**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td>$150,000.00</td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td>$150,000.00</td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
<td>$150,000.00</td>
</tr>
<tr>
<td>F.</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>G.</td>
<td></td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- □ Increase (greater than 29 days)/Decrease contract expiration from: Jun 30, 2018 to: Nov 30, 2018
- □ Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
- □ OTHER - explain below:

  ____________________________________________________________

<table>
<thead>
<tr>
<th>6900</th>
<th>Apr 24, 2018</th>
<th>5/1/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
</tr>
<tr>
<td>Prepared By (Initials)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVIEWED BY (Initials Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buyer</td>
<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

MAY 22, 2018

Packet Pg. 229
**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: William Edson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:william.edson@dupageco.org">william.edson@dupageco.org</a></td>
<td>Contact Phone: 6890</td>
</tr>
<tr>
<td>Vendor Name: Parsons Transportation Group, 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.

Request approval for contract extension of Professional Network Support Services for the Central Signal System contract, Section 11-DCCSS-00-TL.

**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) required professional support services for the initial deployment and operations of the Central Signal System field network, consisting of a gigabit Ethernet backbone of switches, routers, and firewalls to communicate with traffic signal controllers, P/T/Z cameras, and other IP devices in the field. The operation of the system allows the County to better manage traffic demands and communicate traffic conditions with other agencies and the public. To operate and maintain the Central Signal System, network support services are required.

**Strategic Impact**

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

In order to complete network design and operations for the Central Signal System and the CMAQ funded system expansion projects, including the shared connection with the Tollway, IDOT, and the City of Naperville's Central Traffic Management System and traffic signals, it will be more cost effective to extend the contract of Parsons Transportation Group, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from three firms. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Parsons Transportation Group, Inc., is qualified and has the staff available to perform the work on behalf of the County.

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

The DOT does not have the staff resources available to perform the necessary support services of the network devices. A contract extension is the recommended course of action since Parsons Transportation Group, Inc. has completed the initial network deployment and preliminary design for the Central System expansion project and is in the best position to perform the remaining design work and support services required for this project.

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

No change in the contract total amount.
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: Parsons Transportation Group</th>
<th>Company Contact: Dan Gibbons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 847-485-1057</td>
<td>Contact Email: <a href="mailto:daniel.gibbons@parsons.com">daniel.gibbons@parsons.com</a></td>
</tr>
</tbody>
</table>

Bid/Contract/PO #: 1541226138

Date: May 1, 2018

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

[Signature]

Printed Name: Daniel J Gibbons

Title: Senior Systems Engineering Manager

Date: May 1, 2018

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

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2987 SERV</th>
<th>Original Purchase Order Date: 11/29/17</th>
<th>Change Order #: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department: Division of Transportation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Name:** WSP USA Inc.  
**Vendor #: 28067**

**Background and/or Reason for Change Order Request:**
Central Tri-State Corridor Travel Demand Assessment, Section 7-TDAP0-00-EG.
Revision to Exhibit C for no change in contract total amount.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A Starting contract value</th>
<th>$357,029.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (D + D/A)</td>
<td>60% maximum on construction contracts</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**Emh 6900**  
**Date: May 1, 2018**

### DECISION MEMO REQUIRED

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

\[\text{Revised Exhibit C}\]

---

**Reviewed By (Initials Only)**

- **Emh 6900**
- **Recommended for Approval (Initials)**
- **Phone Ext**
- **Date**

**Emh 6900**  
**Date: May 1, 2018**

**Buyer**  
**Date: 5-3-18**

**Procurement Officer**  
**Date: 5-3-18**

**Chairman’s Office**  
**Date: 5-7-18**

---

**CONSENT AGENDA**

**MAY 2 2018**

**Packet Pg. 232**
### EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**  
Consultant Employee Rate Listing

**CONSULTANT: WSP USA, Inc.**  
**PROJECT: I-294 Central Tri-State Corridor Travel Demand**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deleteion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Engineering Manager</td>
<td>$70.00 - $70.00</td>
<td></td>
</tr>
<tr>
<td>Sr. Supv Planner</td>
<td>$53.51 - $70.00</td>
<td></td>
</tr>
<tr>
<td>Lead Engineer</td>
<td>$44.59 - $59.28</td>
<td></td>
</tr>
<tr>
<td>Supv Engineer</td>
<td>$52.78 - $70.00</td>
<td></td>
</tr>
<tr>
<td>Supv Planner</td>
<td>$53.30 - $56.73</td>
<td></td>
</tr>
<tr>
<td>Sr. Engineer</td>
<td>$38.33 - $46.48</td>
<td></td>
</tr>
<tr>
<td>Sr. Project Accountant</td>
<td>$42.15 - $54.89</td>
<td></td>
</tr>
<tr>
<td>Project Accountant II</td>
<td>$32.48 - $36.05</td>
<td></td>
</tr>
<tr>
<td>Sr. Admin Asst</td>
<td>$29.37 - $33.78</td>
<td></td>
</tr>
<tr>
<td>Technical Specialist II</td>
<td>$44.14 - $50.76</td>
<td></td>
</tr>
<tr>
<td>Associate Consultant II</td>
<td>$38.47 - $39.62</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Computer Graphics Specialist II</td>
<td>$32.98 - $33.97</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Computer Graphics Specialist IV</td>
<td>$35.66 - $36.73</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Exec Asst. I</td>
<td>$32.00 - $34.93</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Intern II</td>
<td>$20.00 - $20.60</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Lead Planner</td>
<td>$53.29 - $54.89</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Office Asst. II</td>
<td>$20.53 - $31.74</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Planning Manager</td>
<td>$70.00 - $70.00</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Sr. Area Manager</td>
<td>$70.00 - $70.00</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Sr. Planner</td>
<td>$41.29 - $42.53</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
<tr>
<td>Sr Supv. Engineer</td>
<td>$55.39 - $70.00</td>
<td>Additional classifications added to meet project requirement</td>
</tr>
</tbody>
</table>
Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT:  

Approval by COUNTY: [Signature on File]

Type Name: Diane O'Keefe

Date: 04/14/18
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: WSP USA Inc.  
Company Contact: Laura Unger
Contact Phone: 206-382-5282  
Contact Email: ComplianceUSA@wsp.com

Bid/Contract/PO #: 17-TDAPPO-00-EG
Date: Apr 16, 2018

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.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Cronin</td>
<td>WSP USA Inc.</td>
<td>Check</td>
<td>$1,500.00</td>
<td>Jun 7, 2017</td>
</tr>
</tbody>
</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 I agree to update this disclosure form as follows:

The full text for the county’s ethics and procurement policies and ordinances are available at:
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: Diane Okeefe
Title: Area Manager
Date: Apr 16, 2018

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

<table>
<thead>
<tr>
<th>Purchase Order #: 1878 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 3</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: TranSystems Corporation</td>
<td>Vendor #: 10626</td>
<td>Dept Contact: Eva Hitchcock</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request: Professional Phase I Engineering Services for improvements along CH 47/IPP - Aurora Branch, Section 15-00317-06-BT</td>
<td>Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$196,668.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$13,123.16</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$209,791.66</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>□ Increase □ Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$209,791.66</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>6.67%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Jun 30, 2018 to Nov 30, 2018
☐ Increase ≥ 2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source
☐ OTHER - explain below:

---

EMH  
Prepared By (Initials): 6907  
Date: Apr 24, 2018  
Recommended for Approval (Initials):  
Phone Ext:  
Date:  

REVIEWED BY (Initials Only)

Buyer:  
Date: 5-4-18  
Procurement Officer:  
Date: 5-7-18

Chief Financial Officer (Decision Memos Over $25,000):  
Date: 5-8-18  
Chairman's Office (Decision Memos Over $25,000):  
Date: 5-8-18

---

CONSENT AGENDA

MAY 2 2018

Packet Pg. 236

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
# 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: TranSystems Corporation</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

The professional preliminary engineering services contract with TranSystems Corporation (TranSystems) expires June 30, 2018.

**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) retained TranSystems to provide preliminary engineering for improvements along CH 47/Illinois Prairie Path - Aurora Branch. Federal funding has been secured for the construction of this project. In order to fulfill the obligation of the federal funds, approval of a Project Development Report is required. TranSystems will be submitting the final Project Development Report shortly. IDOT will most likely return any review comments to be addressed beyond June 30, 2018.

**Strategic Impact**

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

In order to complete preliminary engineering for the Illinois Prairie Path - Aurora Branch Improvement, it will be more cost effective to continue to utilize TranSystems. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 32 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by TranSystems was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2018 with no change in the contract amount is the recommended course of action since TranSystems has completed the work to date in a satisfactory and timely manner. TranSystems is in the best position to continue to provide preliminary engineering services for this project at the lowest cost to the County. DOT does not have the staff resources in order to complete preliminary engineering on this project and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

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

No change in the contract total amount.
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 20, 2018

Bid/Contract/PO #: IPP/Aurora Branch

Company Name: TranSystems Corporation
Company Contact: Charles J. Stenzel
Contact Phone: 847-407-5223
Contact Email: cjstenzel@transystems.com

7.H.a

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>TranSystems Corporation</td>
<td>Check</td>
<td>$500.00</td>
<td>Jun 20, 2017</td>
</tr>
</tbody>
</table>

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

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

<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.dupagepeco.org/CountyBoard/Policies/

I hereby acknowledge:

Authorized Signature

Printed Name
Charles J. Stenzel

Title
Senior Vice President

Date
Apr 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)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2113 SERV
Vendor Name: Knight E/A, Inc.
Vendor #: 11046
Department: Division of Transportation
Dept Contact: Eva Hitchcock

| Background and/or Reason for Change Order Request: | Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019. |

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

DEcision MEMO NOT REQUIRED

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

DEcision MEMO REQUIRED

☒ Increase (greater than 29 days)/Decrease contract expiration from: Jun 30, 2018 to: Jun 30, 2019
☐ Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount
☐ OTHER - explain below:

Reviewed By (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5-4-18</td>
<td>5-8-18</td>
</tr>
<tr>
<td></td>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Date: Apr 20, 2018
MinuteTraq (iQM2) ID #: 125564
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: Knight E/A 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 professional various structural engineering services contract with Knight E/A Inc. (Knight) expires June 30, 2018.

**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) retained Knight to perform structural engineering for various projects on our County Highway System. The structural engineering for the current 2018 retaining wall project will not be completed as of June 30, 2018. The retaining wall project is currently scheduled for a May 2018 DOT bid opening. Construction is scheduled to be completed by end of 2018. Under the current contract, Knight will need to be retained for shop drawing review and any plan issues that arise during the construction of this project.

**Strategic Impact**

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

In order to complete structural engineering for the 2018 Retaining Wall Improvement, it will be more cost effective to continue to utilize Knight. They are in the best position to complete the project at the lowest cost to the County.

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

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

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

An extension of time to November 30, 2018 with no change in the contract amount is the recommended course of action since Knight has completed the work to date in a satisfactory and timely manner. Knight is in the best position to continue to provide structural engineering services for this project at the lowest cost to the County. DOT does not have the staff resources in order to complete structural engineering on this project. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

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

No change in the contract total amount.
# 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: Knight E/A, Inc.</th>
<th>Company Contact: Melissa Mulhern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (312) 577-3306</td>
<td>Contact Email: <a href="mailto:mmulhern@knightea.com">mmulhern@knightea.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.

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 contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>Apr 20, 2017</td>
</tr>
<tr>
<td>Citizens for Brian J. Krajewski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>Aug 9, 2017</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/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature [Sign]  

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Melissa Mulhern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Date</td>
<td>Apr 20, 2018</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
### Required Vendor Ethics Disclosure Statement (continued)

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>04/16/18</td>
</tr>
</tbody>
</table>

---

**Signature on File**

Signature: __________________________

Date: 04/20/18

Page 2 of 2
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2177 SERV</th>
<th>Original Purchase Order Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Bollinger, Lach &amp; Associates, Inc.</td>
<td>Vendor #: 10796</td>
</tr>
<tr>
<td>Department: Division of Transportation</td>
<td>Dept Contact: Eva Hitchcock</td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: Professional Construction Engineering Services upon request, Section 16-CENG-03-EG
Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$350,000.00</td>
</tr>
<tr>
<td></td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>0.00%</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [x] Increase (greater than 29 days) contract expiration from: to: JUN 30, 2018 Nov 30, 2018
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

EMH: 6907 Prepared By: Phone Ext: Date: 4-24-2018
Approved for Approval: Phone Ext: Date: 5-11-18

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>5-2-18</td>
<td>5-7-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Chief Financial Officer (Decision Memos Over $25,000) Date: 5-8-18
Chairman's Office (Decision Memos Over $25,000) Date: 5-8-18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
### 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:</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Contact:</td>
<td>Paul Krueger</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Bollinger, Lach and Associates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Requested</th>
<th>Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The professional various construction engineering services contract with Bollinger, Lach and Associates (BLA) expires June 30, 2018.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summary Explanation/Background</th>
<th>Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Division of Transportation (DOT) retained BLA to perform construction engineering on small projects for various locations on our County Highway System. The construction engineering for the current 75th Street and Book Road project will not be completed as of June 30, 2018. The construction is completed. BLAs is still processing project close-out paperwork with IDOT.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Impact</th>
<th>Select one of the five strategic imperatives in the County’s Strategic Plan; this action will most impact and provide a brief explanation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Planning</td>
<td>In order to complete construction engineering for the 75th Street and Book Road Improvement, it will be more cost effective to continue to utilize BLA. They are in the best position to complete the project at the lowest cost to the County.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source Selection/Vetting Information</th>
<th>Describe method used to select source.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 46 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA is most qualified and has the staff available to perform the work on behalf of the County.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendations/Alternatives</th>
<th>Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.</th>
</tr>
</thead>
<tbody>
<tr>
<td>An extension of time to November 30, 2018 with no change in the contract amount is the recommended course of action since BLA has completed the work to date in a satisfactory and timely manner. BLA is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. DOT does not have the staff resources in order to complete construction engineering on this project and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Impact/Cost Summary</th>
<th>Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No change in the contract total amount.</td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Date: Apr 20, 2018

Company Name: BLA INC
Company Contact: Craig A. Lukowicz, President/CEO
Contact Phone: 630-438-6400 ext. 106
Contact Email: clukowicz@bla-inc.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Cronin</td>
<td>BLA INC</td>
<td>Cash Contribution</td>
<td>$1,500.00</td>
<td>May 30, 2017</td>
</tr>
</tbody>
</table>

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

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

<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, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name: Craig A. Lukowicz
Title: President/CEO
Date: April 20, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2178 SERV
Original Purchase Order Date: 

Change Order #: 2
Department: Division of Transportation

Vendor Name: Alfred Benes & Company
Vendor #: 10752
Dept Contact: Eva Hitchcock

Background and/or Reason for Change Order Request:
Professional Phase I Engineering Services for improvements along CH 27/Highlake Road at Sunset Avenue, Section 09-00122-03-TL

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$89,607.10</td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
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<tr>
<td>E</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td></td>
</tr>
</tbody>
</table>

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days) ☑ Consent Only
☐ Increase equal or greater than $2,500.00, or equal to or greater than 10% of current contract amount
☐ OTHER - explain below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EMH 6900 Apr 20, 2018
Prepared By (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 5-4-18 Procurement Officer 5-7-18
Date Date

Chief Financial Officer 5-9-18 Chairman’s Office 5-8-18
(Decision Memos Over $25,000) Date (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.

<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: Alfred Benesch &amp; Company, 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.


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) retained Alfred Benesch to provide preliminary engineering for improvements at CH 27 Highlake Road and Sunset Avenue. Federal funding has been secured for the construction of the proposed traffic signal of this project. In order to fulfill the obligation of the federal funds, approval of a Project Development Report is required. Alfred Benesch is currently working on submitting a draft Project Development Report for the project. Due to IDOT review times and resubmittals, approval of the final Project Development Report is anticipated in 2019.

Strategic Impact

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

In order to complete preliminary engineering for the Highlake Road and Sunset Avenue Improvement, it will be more cost effective to continue to utilize Alfred Benesch. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 21 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to June 30, 2019 with no change in the contract amount is the recommended course of action since Alfred Benesch has completed the work to date in a satisfactory and timely manner. Alfred Benesch is in the best position to continue to provide preliminary engineering services for this project at the lowest cost to the County. DOT does not have the staff resources in order to complete preliminary engineering on this project and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

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

No change in the contract total amount.
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.

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<tbody>
<tr>
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</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 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, have read, and understand these requirements.

Authorized Signature: Elizabeth Gallagher

Printed Name: Elizabeth Gallagher

Title: Senior Vice President

Date: April 23, 2018

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

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2338 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name: DLZ Illinois, Inc.</th>
<th>Vendor #:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department: Division of Transportation</th>
<th>Dept Contact: Eva Hitchcock</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** Traffic Signal Design Engineering Services for various locations, Section 17-TSENG-00-EG

Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019.

---

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$250,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$325,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase: $0.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$325,000.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>30.00%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [x] Increase (greater than 29 days)/Decrease contract expiration from: 
  Jun 30, 2018 
  to: 
  Jun 30, 2019
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
- [ ] OTHER - explain below:

---

**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>5-1-18</td>
<td></td>
<td>5-1-18</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>5-1-18</td>
<td></td>
<td>5-4-18</td>
</tr>
</tbody>
</table>

---

**Packet Pg. 249**

**Consent Agenda 5-22-18** (17-18-583 : Consent Agenda 5-22-18)
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: William Eidson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:william.eidson@dupageco.org">william.eidson@dupageco.org</a></td>
<td>Contact Phone: 6890</td>
</tr>
<tr>
<td>Vendor Name: DLZ Illinois, 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.

Request approval for contract extension of Phase II Engineering Traffic Signal Design contract (5 months), Section 17-TSENG-00-EG.

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

The project is a partnership between DuPage County and the City of Naperville, with DuDOT taking the lead. When the expansion was initially planned, two separate projects were submitted for Federal CMAQ funding. The design contract and schedule only covered the first expansion project. We were notified that both projects are receiving federal funding and we have decided to combine the two expansions into one construction project with one set of engineering plans. The contract extension is necessary to incorporate the design plans for the second expansion, which primarily includes Naperville’s portion of the project.

**Strategic Impact**

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

In order to complete design engineering for the Central Signal System Expansion, including the shared connection with the City of Naperville’s Central Traffic Management System and traffic signals, it will be more cost effective to extend the contract of DLZ Illinois, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. From the Statements of Interest received, a small number of firms were “shortlisted”. Each of these firms then submitted a Statement of Qualification. The DOT reviewed each submittal with specific attention to the experience of staff to be assigned to the project and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by DLZ Illinois, Inc. is qualified and has the staff available to perform the work on behalf of the County.

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

A contract extension is the recommended course of action since DLZ Illinois, Inc. has completed the Phase II Engineering to date and is in the best position to perform the additional design work required for this project. Hiring another consultant through the QBS process would delay the project letting schedule and would not be cost effective.

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

No change in the contract total amount.
**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: DLZ Illinois, Inc.</th>
<th>Company Contact: Gregory Brumm, PE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 773 283 2600</td>
<td>Contact Email: <a href="mailto:gbrumm@dlz.com">gbrumm@dlz.com</a></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>dd</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Citizens for Cronin</td>
<td>Ram Rajadhyaksha</td>
<td>check / check</td>
<td>$2,000.00</td>
<td>6/19 &amp; 6/30/17</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>dd</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

_Agree. DLZ has submitted disclosures on an ongoing process._

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

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

Authorized Signature

_SIGNATURE ON FILE_

Printed Name

Ram Rajadhyaksha

Title

Equity Partner and Vice President

Date

Feb 20, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1201SERV
Original Purchase Order Date: Jul 14, 2015
Change Order #: 2
Department: Public Works

Vendor Name: Collins Engineers Inc
Vendor #: 12733
Dept Contact: Amy Arlowe

Background and/or Reason for Change Order Request:
Extend contract to 6/30/19. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: June 30, 2018 to: June 30, 2019
☐ Increase ≥ $25,000.00, or ≥ 10%, of current contract amount
☐ Funding Source
☐ OTHER - explain below:

MUR 5-18
5-3-2018
Recommended for Approval (Initials)
5-18
5-3-2018

REVIEWED BY (Initials Only)

MUR
5-4-18
Procurement Officer
5-7-18

Buyer
5-8-18
5-7-18

Chief Financial Officer
(Decision Memos Over $25,000)
5-8-18
Chairman's Office
(Decision Memos Over $25,000)
5-8-18
Action Requested – Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

This change order is needed to extend the contract to provide on-call resident engineering services for cellular communication antenna installation upgrades as well as upgrades and routine maintenance of water towers for a 1-year period from July 15, 2018 through June 30, 2019.

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

In July of 2015 the County entered into an agreement with Collins Engineers, Inc. to provide on-call engineering services for cellular telecommunication antenna construction planning reviews, upgrades and maintenance; as well as routine inspections and routine maintenance of County owned water towers. The County owns 7 water towers and 1 ground level storage tank. Due to the amount of antennas on these towers the County needs an engineering firm that has the necessary skills and staff to conduct all levels of inspections, maintenance and plans reviews on the antennas. The existing contract needs to be extended at this time in order to continue these services.

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.

Allowing cellular companies to use the water towers to provide reliable cellular service gives us additional revenue to run our water and wastewater facilities ensuring reliable drinking water and wastewater treatment to residents.

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

This contract with Collins Engineers, Inc. was selected after staff examined multiple engineering firms and it was determined that Collins Engineers were the most qualified firm to provide these services.

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

1) Extend the contract one-year in order to continue to provide professional engineering on-call services. Recommended.
2) Do not extend the contract. Not recommended due to the need for these services in order to continue the revenue base collected from having cellular antennas on County water towers.

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

No fiscal impact. Time extension only.
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: Collins Engineers, Inc.
Company Contact: James Hamelka, P.E., S.E.
Contact Phone: 312.704.9300
Contact Email: jhamelka@collinsengr.com

Date: 04/19/2018
Bid/Contract/PO #: DT-P-0105-17

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: __________________________

Printed Name: Kathleen T. Louder

Title: Vice President

Date: 04/19/2018

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

CB-R-0187-18

APPOINTMENT OF JEFFREY R. WALKER TO

THE WHEATON SANITARY DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Jeffrey R. Walker as a Trustee of the Wheaton Sanitary District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 2405/3, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Jeffrey R. Walker as a Trustee of the Wheaton Sanitary District for a term expiring May 1, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Jeffrey R. Walker; Roger Ritzman, Peregrine, Stime, Newman, Ritzman & Bruckner, 221 E. Illinois St., Wheaton, IL 60187.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________

______________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 2405/3, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Jeffrey R. Walker as a Trustee of the Wheaton Sanitary District for term expiring May 1, 2021.

I hereby submit this appointment to the County Board for its advice and consent this 22nd day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
Name of Board or Agency you are interested in appointment to: Trustee Wheaton Sanitary District
Have you ever served on this Board or Agency before? Yes  If so, how long? 1991 to present

Personal Information

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>Walker</th>
<th>First Name:</th>
<th>Jeffrey</th>
<th>Middle Initial:</th>
<th>R.</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail Address:</td>
<td>[Redacted]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County:</td>
<td>DuPage</td>
<td>Home Phone:</td>
<td>[Redacted]</td>
<td>Alternate Phone:</td>
<td>[Redacted]</td>
<td></td>
</tr>
</tbody>
</table>

Educational Information

<p>| Name and Address of High School Attended: | Tinley Park High School |
| Date of Graduation: | 1969 |</p>
<table>
<thead>
<tr>
<th>College/University</th>
<th>Name and Location of School</th>
<th>Degree Earned</th>
<th>Date of Graduation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thorton Community College</td>
<td>Engineering Major</td>
<td>1971</td>
<td></td>
</tr>
<tr>
<td>Southern Illinois University</td>
<td>No - Liberal Arts</td>
<td>1974</td>
<td></td>
</tr>
</tbody>
</table>

Employment & Professional History

Please list current & previous employers.

<table>
<thead>
<tr>
<th>Employer's Name:</th>
<th>J. R. Walker, Inc.</th>
<th>Mailing Address:</th>
<th>1776 S. Naperville Rd. - Suite 202A, Wheaton, IL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.:</td>
<td>630-462-007</td>
<td>Position Held:</td>
<td>CEO/President</td>
</tr>
<tr>
<td>Employment Dates: Start:</td>
<td>1980</td>
<td>End:</td>
<td>Present</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer's Name:</th>
<th>Leineka Real Estate</th>
<th>Mailing Address:</th>
<th>330 S. Naperville Rd., Wheaton, IL 60187</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone No.:</td>
<td></td>
<td>Position Held:</td>
<td>Broker/Salesman</td>
</tr>
</tbody>
</table>

Please list any professional certifications you hold:

Licensed Real Estate Managing Broker, State of Illinois
**APPLICATION FORM FOR APPOINTMENT**

**Additional Information**
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you a lobbyist registered with the State of Illinois?</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Are you (or your spouse) an elected official?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please describe:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you (or your spouse) a government employee?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please describe:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Volunteer Board & Community Participation History**
Please summarize any community involvement and list any government, non-profit or private sector boards on which you currently or previously served as a board member or volunteer.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start:</th>
<th>End:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheaton Sanitary District</td>
<td>1991</td>
<td>Present</td>
</tr>
<tr>
<td>Loretto Convent</td>
<td>1999</td>
<td>Present</td>
</tr>
<tr>
<td>Wheaton Park District</td>
<td>1991</td>
<td>1998</td>
</tr>
</tbody>
</table>

**Conviction Information**

Have you ever been convicted of a criminal offense?: **NO**

If so, date and location: 

Nature of Conviction: 

Disposition: 

By checking this box and submitting this application, I hereby certify that the foregoing responses are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of fact may result in my immediate disqualification for appointment. I authorize DuPage County to review my credit and criminal history, and/or to request more information about my background.

"As a condition of the appointment I will have, at the time of my appointment, or as soon thereafter as possible, filed with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

Date: **4/14/15**

Signature: [Redacted]
Resolution
CB-R-0190-18

APPOINTMENT OF MATTHEW R. RASCHE, SR.
TO THE DUPAGE COUNTY BOARD OF REVIEW

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Matthew R. Rasche, Sr. to be a Member of the Board of Review; and

WHEREAS, such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Matthew R. Rasche, Sr. as a Member of the Board of Review for a term to commence on June 1, 2018 and expire May 31, 2020; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Matthew R. Rasche, Sr. and the Supervisor of Assessments.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By the power vested in me under 35 ILCS 200/6-5, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Matthew R. Rasche, Sr. to be a Member of the Board of Review for a term to commence on June 1, 2018 and expire on May 31, 2020.

I hereby submit this appointment to the County Board for its advice and consent this 22nd day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
### Personal Information

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>Rasche</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
<td>Matthew</td>
</tr>
<tr>
<td>Middle Initial:</td>
<td>R</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

| E-mail Address: | [Redacted] |

| Present Permanent Address: | [Redacted] | City: Naperville | State: IL | Zip Code: 60564 |

| County: DuPage | Home Phone: [Redacted] | Alternate Phone: Same |

### Educational Information

| Name and Address of High School Attended: | Naperville North High School |
| Date of Graduation: | 06/01/2005 |

### Employment & Professional History

| Employer's Name: | Patrick Commercial |
| Mailing Address: | 552 S Washington Ste 200 Naperville 60540 |
| Telephone No.: | 630-922-6800 |
| Position Held: | Broker |
| Employment Dates: Start: | | End: |

| Employer's Name: | Coldwell Banker |
| Mailing Address: | 2215 Sanders - Northbrook |
| Telephone No.: | | Position Held: | Broker |
| Employment Dates: Start: | | End: |

| Employer's Name: | KW Commercial |
| Mailing Address: | 676 N Michigan - Chicago 60611 |
| Telephone No.: | | Position Held: | Broker |
| Employment Dates: Start: | | End: |

Please list any professional certifications you hold:

- IL Managing Broker Real Estate License & IL Managing Auctioneer License - Michigan Real Estate lcs
**DU PAGE COUNTY**

**APPLICATION FORM FOR APPOINTMENT**

### Additional Information
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

**Commercial Realty knowledge paired with my board of review experience offers unique qualifications.**

| Are you a lobbyist registered with the State of Illinois? | Yes ☐ | No ☑ |
| Are you (or your spouse) an elected official? | Yes ☐ | No ☑ |
| Are you (or your spouse) a government employee? | Yes ☐ | No ☑ |

### Volunteer Board & Community Participation History
Please summarize any community involvement and list any government, non-profit or private sector boards on which you currently or previously served as a board member or volunteer.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Naperville Responds 4 our Veterans</th>
<th>Participation Dates: Start:</th>
<th>End:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities:</td>
<td>Assist in fundraising and donations and support annual events</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Catholic Charities Joliet Diocese</th>
<th>Participation Dates: Start:</th>
<th>End:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities:</td>
<td>support fundraising efforts and advised the Joliet Diocese in disposition of headquarters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Organization Name: | | Participation Dates: Start: | End: |
|-------------------| |-----------------------------|------|
| Activities:       | |

### Conviction Information

<table>
<thead>
<tr>
<th>Have you ever been convicted of a criminal offense?</th>
</tr>
</thead>
<tbody>
<tr>
<td>If so, date and location:</td>
</tr>
<tr>
<td>Nature of Conviction:</td>
</tr>
<tr>
<td>Disposition:</td>
</tr>
</tbody>
</table>

☑️ By checking this box and submitting this application, I hereby certify that the foregoing responses are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of fact may result in my immediate disqualification for appointment. I authorize DuPage County to review my credit and criminal history, and/or to request more information about my background.

"As a condition of the appointment I will have, at the time of my appointment, or as soon thereafter as possible, filed with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

**Date**: 02/08/2018  
**Signature**: [Redacted]
Resolution
CB-R-0191-18

APPOINTMENT OF PAUL W. COULTRAP
TO THE DOWNERS GROVE SANITARY DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Paul W. Coultrap to be a Trustee of the Downers Grove Sanitary District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 2805/3, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Paul W. Coultrap to be a Trustee of the Downers Grove Sanitary District for a term to commence on June 1, 2018 and expire on May 31, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Paul W. Coultrap; and Michael G. Philipp, Attorney, 4915 Main St., Downers Grove, IL 60515.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 2805/3, as amended, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Paul W. Coultrap to be a Trustee of the Downers Grove Sanitary District for a term to commence on June 1, 2018 and expire May 31, 2021.

I hereby submit this appointment to the County Board for its advice and consent this 22nd day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
### Personal Information

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>Coultrap</th>
<th>First Name:</th>
<th>Paul</th>
<th>Middle Initial:</th>
<th>W</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Permanent Address:</td>
<td></td>
<td>City:</td>
<td>Downers Grove</td>
<td>State:</td>
<td>IL</td>
<td>Zip Code: 60515</td>
</tr>
<tr>
<td>County:</td>
<td>DuPage</td>
<td>Home Phone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate Phone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Educational Information

<table>
<thead>
<tr>
<th>Name and Address of High School Attended:</th>
<th>Hinsdale Central HS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Graduation:</td>
<td>1976</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>College/University</th>
<th>Name and Location of School</th>
<th>Degree Earned</th>
<th>Date of Graduation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Illinois U</td>
<td>BS Mass Communications</td>
<td>5/17/1980</td>
<td></td>
</tr>
</tbody>
</table>

### Employment & Professional History

Please list current & previous employers.

<table>
<thead>
<tr>
<th>Employer's Name:</th>
<th>Mailing Address:</th>
<th>Telephone No.:</th>
<th>Position Held:</th>
<th>Employment Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TW Group Inc</td>
<td>650 N Cass Ave Westmont, IL 60559</td>
<td>6303531027</td>
<td>Insurance Producer</td>
<td>Start: 2003 End:</td>
</tr>
<tr>
<td>American Family</td>
<td>Schaumburg, IL</td>
<td></td>
<td>Underwriter</td>
<td>Start: 1984 End: 2003</td>
</tr>
</tbody>
</table>

Please list any professional certifications you hold:

Hold CPCU certificate
**DU PAGE COUNTY**

APPLICATION FORM FOR APPOINTMENT

**Additional Information**

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I enjoy serving my community in any way I can. I have previous volunteering duty for School District 58Ad.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you a lobbyist registered with the State of Illinois?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you (or your spouse) an elected official?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If yes, please describe:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you (or your spouse) a government employee?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, please describe:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Volunteer Board & Community Participation History**

Please summarize any community involvement and list any government, non-profit or private sector boards on which you currently or previously served as a board member or volunteer.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG Financial Advisory Committee</td>
<td>2005</td>
<td>2013</td>
</tr>
<tr>
<td>Advisory for local school district on Financial matters such as new roofs and classroom changes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG District 58 Legislative Committee</td>
<td>1999</td>
<td>2009</td>
</tr>
<tr>
<td>Gave monthly reports to school board on matters discussed in the Legislative Committee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Conviction Information**

Have you ever been convicted of a criminal offense? no

If so, date and location:

Nature of Conviction:

Disposition:

By checking this box and submitting this application, I hereby certify that the foregoing responses are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of fact may result in my immediate disqualification for appointment. I authorize DuPage County to review my credit and criminal history, and/or to request more information about my background.

"As a condition of the appointment I will have, at the time of my appointment, or as soon thereafter as possible, filed with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."
Resolution
CB-R-0192-18

APPOINTMENT OF CHARLES R. VAN SLYKE
TO THE DUPAGE COUNTY BOARD OF REVIEW

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Charles R. Van Slyke to be a Member and Chairman of the Board of Review; and

WHEREAS, such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Charles R. Van Slyke as a Member and Chairman of the Board of Review for a term expiring May 31, 2019; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Charles R. Van Slyke and the Supervisor of Assessments.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By the power vested in me under 35 ILCS 200/6-5, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Charles R. Van Slyke to be a Member and Chairman of the Board of Review for a term expiring May 31, 2019.

I hereby submit this appointment to the County Board for its advice and consent this 22nd day of May, 2018.

___________________________________
Daniel J. Cronin, Chairman
DuPage County Board
DU PAGE COUNTY
APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: Board of Review, Chairman

Have you ever served on this Board or Agency before? Yes

If so, how long? 19 years

Personal Information

Last Name: Van Slyke
First Name: Charles
Middle Initial: R
Date of Birth: [Redacted]

E-mail Address: [Redacted]
Present Permanent Address: [Redacted]
City: Elmhurst
State: IL
Zip Code: 60126

County: DuPage
Home Phone: [Redacted]
Alternate Phone: [Redacted]

Educational Information

Name and Address of High School Attended: York Community High School, Elmhurst, IL 60126
Date of Graduation: 06/15/1961

College/University Name and Location of School Degree Earned Date of Graduation
Elmhurst College, Elmhurst, IL Bachelor of Arts 01/15/1966

Employment & Professional History

Please list current & previous employers.

Employer's Name: Visitation School
Telephone No.: 630-834-4431 Position Held: Teacher Employment Dates: Start: 9/66 End: 6/74

Employer's Name: Self
Telephone No.: 630-624-9575 Position Held: Real Estate Broker Employment Dates: Start: 6/74 End: Current

Employer's Name: Self
Telephone No.: 630-624-9575 Position Held: Real Estate Consultant Employment Dates: Start: 2/88 End: Current

Please list any professional certifications you hold:

Licensed Illinois Managing Real Estate Broker, Certified Illinois Assessing Officer
# DU PAGE COUNTY APPLICATION FORM FOR APPOINTMENT

## Additional Information
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

Continue my contributions to provide transparency and fairness to property owners in DuPage County.

Are you a lobbyist registered with the State of Illinois? Yes ☐ No ☑
Are you (or your spouse) an elected official? Yes ☐ No ☑
Are you (or your spouse) a government employee? Yes ☑ No ☐ If yes, please describe: DuPage County Board of Review

## Volunteer Board & Community Participation History
Please summarize any community involvement and list any government, non-profit or private sector boards on which you currently or previously served as a board member or volunteer.

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sugar Creek Golf Course</td>
<td>2/16</td>
<td>2/18</td>
</tr>
<tr>
<td>Activities: Elmhurst citizen of the administration board.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start</th>
<th>End</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Organization Name</th>
<th>Participation Dates: Start</th>
<th>End</th>
</tr>
</thead>
</table>

| Activities: |

## Conviction Information
Have you ever been convicted of a criminal offense?: No.
If so, date and location: 
Nature of Conviction: 
Disposition: 

By checking this box and submitting this application, I hereby certify that the foregoing responses are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of fact may result in my immediate disqualification for appointment. I authorize DuPage County to review my credit and criminal history, and/or to request more information about my background.

"As a condition of the appointment I will have, at the time of my appointment, or as soon thereafter as possible, filed with the County Clerk a Statement of Economic Interest in accordance with the Illinois Governmental Ethics Act."

Date: 01/25/2018
Signature: [Redacted]
CERTIFICATION

STATE OF ILLINOIS
COUNTY OF DU PAGE

I, Joseph H. Sobecki, Executive Director of the DuPage County Election Commission, in the County and State aforesaid, and keeper of the records and files thereof, do hereby certify that the following is a true and correct certification of the registration record

Charles R Van Slyke Jr

Facsimile Signature of Voter

VOTER INFORMATION
Address: 152 E Park Ave Apt 301
Elmhurst, IL 60126
Township: York
Precinct: 006
Birth Date: 10/22/1943
Voter Status: Active
Most Recent Date Registered: 09/14/2011
Original Date Registered: 08/19/1966

ELECTION INFORMATION
03/20/2018 General Primary (Republican)
04/04/2017 Consolidated General
11/08/2016 General
03/15/2016 General Primary (Republican)
04/07/2015 Consolidated General
11/04/2014 General
03/18/2014 General Primary (Republican)
04/09/2013 Consolidated General
11/06/2012 General
03/20/2012 General Primary (Republican)
04/05/2011 Consolidated General
11/02/2010 General
02/02/2010 General Primary (Republican)
04/07/2009 Consolidated General
11/04/2008 General
02/05/2008 General Primary (Republican)
04/17/2007 CONSOLIDATED
11/07/2006 GENERAL
03/21/2006 PRIMARY (Republican)
04/05/2005 CONSOLIDATED
11/02/2004 GENERAL
03/16/2004 PRIMARY (Republican)

All which appears from the records and files of said Election Commission. Given under my Hand and Official Seal of said Board at Wheaton, Illinois May 14, 2018 A.D.

Joseph H. Sobecki
Executive Director
EXPANDED BOARD OF REVIEW
APPOINTMENT OF 13 MEMBERS - LIST ATTACHED

WHEREAS, 35 ILCS 200/6-25, provides that whenever the number of complaints filed
with the Board of Review relating to the assessment of property has caused a need for an
Expanded Board of Review, the County Board Chairman may appoint additional members to
hold separate hearings on complaints; and

WHEREAS, such a situation now exists; and

WHEREAS, Daniel J. Cronin, County Board Chairman, has submitted a list of 13
appointments to be Members of the Expanded Board of Review attached hereto and made a part
hereof.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that
the attached list of appointments to the Expanded Board of Review be and are hereby appointed
to serve as members for one-year terms to commence on June 1, 2018 and expire on May 31,
2019; and

BE IT FURTHER RESOLVED that compensation for said members of the Expanded
Board of Review shall be one hundred seventy-five dollars ($175.00) for each day so employed,
and traveling expenses shall be reimbursed at the rate per mile approved by the County Board;
and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto
and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this
resolution to each appointee on the attached list.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 35 ILCS 200/6-25, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint those individuals on the attached list to be Members of the Expanded Board of Review for one-year terms to commence on June 1, 2018 and expire on May 31, 2019.

I hereby submit these appointments to the County Board for its advice and consent this 22nd day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
## 2018-2019 EXPANDED BOARD OF TAX REVIEW

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>ST</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Dooley</td>
<td></td>
<td>Villa Park</td>
<td>IL</td>
<td>60181</td>
</tr>
<tr>
<td>Alison Hastings</td>
<td></td>
<td>Aurora</td>
<td>IL</td>
<td>60502</td>
</tr>
<tr>
<td>William Higgins</td>
<td></td>
<td>Elmhurst</td>
<td>IL</td>
<td>60126</td>
</tr>
<tr>
<td>Lee Lansford</td>
<td></td>
<td>Carol Stream</td>
<td>IL</td>
<td>60188</td>
</tr>
<tr>
<td>Christina Mahany</td>
<td></td>
<td>Lombard</td>
<td>IL</td>
<td>60148</td>
</tr>
<tr>
<td>Michael Mufarreh</td>
<td></td>
<td>Addison</td>
<td>IL</td>
<td>60101</td>
</tr>
<tr>
<td>Stanley Poplonski</td>
<td></td>
<td>Bloomingdale</td>
<td>IL</td>
<td>60108</td>
</tr>
<tr>
<td>James Rup</td>
<td></td>
<td>Lisle</td>
<td>IL</td>
<td>60532</td>
</tr>
<tr>
<td>Martin Stonikas</td>
<td></td>
<td>Elmhurst</td>
<td>IL</td>
<td>60126</td>
</tr>
<tr>
<td>Katherine Thorpe</td>
<td></td>
<td>Downers Grove</td>
<td>IL</td>
<td>60516</td>
</tr>
<tr>
<td>Kathryn Vlahos</td>
<td></td>
<td>Downers Grove</td>
<td>IL</td>
<td>60515</td>
</tr>
<tr>
<td>Donald Whistler</td>
<td></td>
<td>Elmhurst</td>
<td>IL</td>
<td>60126</td>
</tr>
<tr>
<td>Bruce Darata</td>
<td></td>
<td>Aurora</td>
<td>IL</td>
<td>60503</td>
</tr>
</tbody>
</table>
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes
If so, how long?: first appointed

Personal Information

Last Name: dooley
First Name: roger
Middle Name: r
E-mail Address: [redacted]
Present Permanent Address: [redacted]
City: VILLA PARK
State: IL
Zip Code: 60181
Phone: [redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I like to contribute to the workings of government based on my over 40 years of government real estate experience and share my experience while I am able to do so.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 14:02 Thursday, 05 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review

Have you ever served on this Board or Agency before?: Yes

If so, how long?: 3 years

Personal Information

Last Name: Hastings
First Name: Alison
Middle Name: B

E-mail Address: [Redacted]

Present Permanent Address: [Redacted]

Cty: Aurora
State: Illinois
Zip Code: 60502

Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

As an appraiser, I have enjoyed my experience participating in the tax appeal process as an appointee on the Expanded Board of Review. I have been lived in DuPage County since 1995, and through my appraisal career have collected a depth of knowledge of the real estate market in the county.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No

If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No

If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 14:29 Saturday, 14 April 2018

By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

*************This email was sent via the Board and Commission appointment application page on the County website*************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review
Have you ever served on this Board or Agency before?: If so, how long?: No

Personal Information

Last Name: HIGGINS               First Name: WILLIAM   Middle Name: J
E-mail Address: [REDACTED]  
Present Permanent Address: [REDACTED]
City: ELMHURST                  State: Illinois       Zip Code: 60126
Phone: [REDACTED]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

Having to deal with customers as big as large banking institutions to as small as a renter looking for an apartment. Showing the same respect, integrity, attention to details and eagerness to help each client. Being formerly in the financial markets and dealing with figures all day long, helps with the array of numbers floating on property report cards. Being vice chairman of a commodity pit, I chaired arbitration hearings and discipline hearings. Because of this position, my standards and ethics needed to exceed the rest of the business community.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No

Conviction Information

Have you ever been convicted of a criminal offense?: No

Nature of Conviction:
Disposition:

Submitted: 22:59 Sunday, 29 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
Statewide Board of Review Examination Grade Notification Letter

I am pleased to inform you that you have passed the Statewide Board of Review examination. Please note that this is not the IDOR Board of Review Basic Course examination and grade.

Congratulations!

Your score on this examination was 80%.

In accordance with Chapter 1, Part 110-115 of 86th Illinois Administrative code, a passing score remains valid for a period of three years from the date of the examination or as long as the board of review member remains in continuous service (barring the retaking and failure of the examination before the three year period expires.)

If you have any questions, our contact information is listed above.
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review
Have you ever served on this Board or Agency before?: Yes
If so, how long?: First appointed August 2014

Personal Information
Last Name: Lee  First Name: Lansford  Middle Name: L
E-mail Address: [REDACTED]
Present Permanent Address: [REDACTED]
City: Carol Stream  State: Illinois  Zip Code: 60188
Phone: [REDACTED]

Additional Information
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

The service provided by the members of the Expanded Board is, first, important, and, second, both interesting and professionally rewarding. I trust that my past experience is a benefit in my further service.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information
Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 12:26 Wednesday, 04 April 2018

☑  By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review

Have you ever served on this Board or Agency before?: Yes

If so, how long?: 3 Years

Personal Information

Last Name: Mahany
First Name: Christina
Middle Name: M

E-mail Address: [Redacted]

Present Permanent Address: [Redacted]

City: Lombard
State: IL
Zip Code: 60148

Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I enjoy the interaction with fellow board members, assessors and home owners. I feel that, as an appraiser for over 20 years I am very qualified to serve on this board.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No

If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No

If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 14:09 Wednesday, 04 April 2018

By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

*************************This email was sent via the Board and Commission appointment application page on the County website*************************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes  If so, how long?: 4 Years

Personal Information

Last Name: Mufarreh  First Name: Michael  Middle Name: 
E-mail Address: [redacted]  
Present Permanent Address: [redacted]  
City: Addison  State: Illinois  Zip Code: 60101  
Phone: [redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

My strong background in appraisal, Real Estate and ethics will be a great help to make the fair decision.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No  If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No  If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 16:06 Thursday, 05 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes
If so, how long?: 9 years

Personal Information

Last Name: Poplonski
First Name: Stanley
Middle Name: E
E-mail Address: [Redacted]
Present Permanent Address: [Redacted]
City: Bloomingdale
State: Illinois
Zip Code: 60108
Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

Please refer to attached resume.
Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 15:01 Wednesday, 04 April 2018
☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**************This email was sent via the Board and Commission appointment application page on the County website**************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review

Have you ever served on this Board or Agency before?: Yes

If so, how long?: 3 YEARS

Personal Information

Last Name: RUP
First Name: JAMES
Middle Name: R
E-mail Address: [redacted]
Present Permanent Address: [redacted]
City: LISLE
State: IL
Zip Code: 60532
Phone: [redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

APPRAISER FOR 25+ YEARS

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No

If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No

If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 15:27 Wednesday, 11 April 2018

☑️ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**********This email was sent via the Board and Commission appointment application page on the County website**********
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes  If so, how long?: 10 years

Personal Information

Last Name: Stonikas  First Name: Martin  Middle Name: P
E-mail Address: [Redacted]
Present Permanent Address: [Redacted]
City: Elmhurst  State: IL  Zip Code: 60126
Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have enjoyed the last nine years serving the Board of Review fairly assess real estate properties.
Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No  If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No  If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 14:25 Saturday, 14 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**************This email was sent via the Board and Commission appointment application page on the County website**************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes
If so, how long?: 3 years

**Personal Information**

Last Name: Thorpe
First Name: Katherine
Middle Name: E

E-mail Address: [Redacted]

Present Permanent Address: [Redacted]

City: Downers Grove
State: IL
Zip Code: 60516

**Phone:** [Redacted]

**Additional Information**

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I enjoyed the past few years serving on the Expanded Board of Review.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No

If yes, please describe:

**Conviction Information**

Have you ever been convicted of a criminal offense?: No

If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 18:11 Monday, 23 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Expanded Board of Review

Have you ever served on this Board or Agency before?: Yes
If so, how long?: 27 years

Yes

**Personal Information**

Last Name: Vlahos
First Name: Kathryn
Middle Name: F

E-mail Address: [Redacted]

Present Permanent Address: [Redacted]

City: Downers Grove
State: IL
Zip Code: 60515

**Additional Information**

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have enjoyed serving on the board for over 25 years and would like to continue doing so. I am able to use my listening and mediating skills to reach a fair decision that enables our county to levy the property taxes it needs in the most accurate way possible according to the state law.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

**Conviction Information**

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 12:05 Wednesday, 11 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**************This email was sent via the Board and Commission appointment application page on the County website**************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes If so, how long?: 9 years Approx.

Personal Information

Last Name: Whistler
First Name: Donald
Middle Name: W

E-mail Address: [REDACTED]
Present Permanent Address: [REDACTED]
City: Elmhurst
State: Illinois
Zip Code: 60126

Phone: [REDACTED]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

Have been doing it for many years and bring past experience.
Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 11:20 Saturday, 07 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**************This email was sent via the Board and Commission appointment application page on the County website***************
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: DuPage Board of Review

Have you ever served on this Board or Agency before?: Yes
If so, how long?: four terms

Personal Information

Last Name: Darata
First Name: Bruce
Middle Name: P
Email Address: [Redacted]
Present Permanent Address: [Redacted]
City: Aurora
State: IL
Zip Code: 60503
Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have served several terms. I get along well with everybody in the office and I am very familiar with the process and the hearings. I run the hearings on my own. I have had no issues with the way the hearing have been run or the decisions that were made. With my commercial appraising experience, I have been able to work with Carl on the commercial cases as well.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 08:56 Thursday, 12 April 2018

By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

**************This email was sent via the Board and Commission appointment application page on the County website**************

Packet Pg. 288
WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Home Weatherization Assistance Program HHS Grant FY18, Company 5000 - Accounting Unit 1430, pursuant to Resolution FI-R-0396-17 for the period June 1, 2017 through June 30, 2018; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of commerce and Economic Opportunity that the grant may be extend to September 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until September 30, 2018.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

___________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________
PAUL HINDS, COUNTY CLERK
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 20, 2016

<table>
<thead>
<tr>
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<tbody>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>4400</td>
<td>52000</td>
<td>FURN/MACH/EQUIP SMALL VALUE</td>
<td>$13,000.00</td>
<td>25,920</td>
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<td>5/2/18</td>
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Total $13,000.00

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<th>Accounting Unit</th>
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<th>After Transfer</th>
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<tr>
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<td>OPERATING SUPPLIES</td>
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Total $13,000.00

Reason for Request:
To cover unpaid invoices

Signature on File
5/2/18

Signature on File
5/2/18

Activity (optional)
Chief Financial Officer

Finance Department Use Only
Fiscal Year 2018
Budget Journal # ________ Acctg Period ________
Entered By/Date ________ Released By/Date ________ Posted By/Date ________
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective March 1, 2016

Request for Transfer of Funds

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<td>After Transfer</td>
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<td>53800</td>
<td>PRINTING</td>
<td>$429.00</td>
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<td>$429.00</td>
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Reason for Request:

We have a home depot bill that needs to be paid, and we don't have any money in line 52000. Therefore we need a transfer to be able to cover this.

Signature on File

Department Head

Signature on File

Chief Financial Officer

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

Fiscal Year 2018  Budget Journal # Acctg Period

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

FIN (CB) 5/22

Packet Pg. 292
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1200

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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Finance Dept Use Only</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2050</td>
<td>53090</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
<td>$1,500.00</td>
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<td>52,800.75</td>
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<td>SOFTWARE MAINT AGREEMENTS</td>
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Total $1,750.00

To: 1200

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<th>Amount</th>
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<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>2050</td>
<td>53801</td>
<td></td>
<td>ADVERTISING</td>
<td>$1,500.00</td>
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<td>2025</td>
<td>53801</td>
<td></td>
<td>ADVERTISING</td>
<td>$250.00</td>
<td>250-</td>
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</table>

Total $1,750.00

Reason for Request:
To establish an advertisement line and allow monies to be transferred to cover advertisement for nursing and support service positions.

Signature on File 4-20-18
Signature on File 4-20-18

Finance Department Use Only
Fiscal Year 2018  Budget Journal #  Acctg Period
Entered By/Date  Released By/Date  Posted By/Date

HHS 5/15
FIN 5/22
Packet Pg. 293
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
**Effective September 21, 2016**

**DUPAGE CARE CENTER**  
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
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<tbody>
<tr>
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<td>BUILDING IMPROVEMENTS</td>
<td>$12,500.00</td>
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<td>995,500</td>
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**Total** $12,500.00

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<td>30,098.02</td>
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</table>

**Total** $12,500.00

Reason for Request:

To allow monies to be transferred to cover the Domestic Water Heater Replacement.

**Signature on File**

**Signature on File**

**Finance Department Use Only**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Budget Journal</th>
<th>Acctg Period</th>
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**Entered By/Date**__________ **Released By/Date**__________ **Posted By/Date**__________

--

**Date** 4-30-18

Finance Department Use Only

**Packet Pg. 294**
From: 1300  
Sheriff/Sheriff's Office/BCO Academy  
Company/Accounting Unit Name  

<table>
<thead>
<tr>
<th>Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
<th>After Transfer</th>
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</thead>
<tbody>
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<td>FURN/MACH/EQUIP SMALL VALUE</td>
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<td>5000</td>
<td>2500</td>
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Total $ 2,500.00

To: 1000  

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<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
<th>After Transfer</th>
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<tbody>
<tr>
<td>4460</td>
<td>51010</td>
<td>EMPLOYER SHARE I.M.R.F.</td>
<td>$ 2,000.00</td>
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<td>4460</td>
<td>51030</td>
<td>EMPLOYER SHARE SOCIAL SECURITY</td>
<td>$ 500.00</td>
<td>(14.68)</td>
<td>485.42</td>
<td>5/2/18</td>
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</tr>
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</table>

Total $ 2,500.00

Reason for Request:
To cover negative balances

Signature on File 5/2/18

Signature on File 5/2/18

Finance Department Use Only

Fiscal Year 2018  Budget Journal #  Acctg Period
Entered By/Date__________  Released By/Date__________  Posted By/Date__________

Please sign in blue ink on the original form.

attachment: Budget Transfers 05-22-18 (FI-R-0188-18 : Budget Transfers 05-22-18)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1500
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
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<th>Sub-Account</th>
<th>Title</th>
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<th>After Transfer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3500</td>
<td>53828</td>
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<td>CONTINGENCIES</td>
<td>$90,000.00</td>
<td>200,000.00</td>
<td>110,000.00</td>
<td>5/1/18</td>
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To: 1500
Company #

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<th>Prior To Transfer</th>
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<td>3500</td>
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<td>5/1/18</td>
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<td>1101</td>
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<td>OVERTIME</td>
<td>$13,000.00</td>
<td>(142,123)</td>
<td>11,537.88</td>
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</table>

Total $90,000.00

Reason for Request:
To cover deficit in department overtime and to ensure sufficient funds through FY2018.

Signature on File

4/30/18
Department Head

Signature on File

5/1/18
Chief Financial Officer

****Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 5000

<table>
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<th>Accounting Unit</th>
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<tbody>
<tr>
<td>6180</td>
<td>53090</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
<td>$272.00</td>
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<td>728</td>
<td>4/27/18</td>
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Total $272.00

To: 5000

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<tr>
<td>6180</td>
<td>62200</td>
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<td>OPERATING SUPPLIES &amp; MATERIALS</td>
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<td>4/7/18</td>
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</table>

Total $272.00

Reason for Request:
Need to transfer funds to cover West Law books for FY 2018. Please charge 5000-6180-FCSWR03529.

Signature on File

Signature on File

Finance Department Use Only
Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

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

Packet Pg. 297
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 1, 2014

X Request for Transfer of Funds

General Fund - GF Contingencies
Company/Accounting Unit Name

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<th>After Transfer</th>
<th>Balance</th>
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<td>949,730</td>
<td>511618</td>
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Total $ 21,450.00

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<tr>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>53090</td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$ 21,450.00</td>
<td>16189.75</td>
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</tbody>
</table>

Total $ 21,450.00

Reason for Request:
Budget Transfer needed to cover hearing officer services regarding paternity and child support cases.

Chairman Approved __________________________ Date ____________

Department Head __________________________ Date ____________

Approved as to Balances Available: __________________________ Date ____________

Chief Financial Officer __________________________ Date ____________

Approved - Parent Committee __________________________ Date ____________

Approved - Finance Committee __________________________ Date ____________

****Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 1, 2014

X Request for Transfer of Funds

<table>
<thead>
<tr>
<th>From: 1000</th>
<th>1190</th>
<th>CONTINGENCIES</th>
<th>$28,820.00</th>
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<td>Amount</td>
<td>Available Balance</td>
<td>Prior to Transfer</td>
<td>After Transfer</td>
<td>Balance</td>
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<tr>
<td>53828</td>
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<tr>
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<td>DUES &amp; MEMBERSHIPS</td>
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<td>5/10/18</td>
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</table>

Reason for Request:

Budget Transfer needed to cover Illinois State Association of County Official membership cost.

Chairman Approved

Department Head

Signature on File

Approved as to Balances Available: Chief Financial Officer

Approved - Parent Committee

Approved - Finance Committee

***Please sign in blue ink on the original form***
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 1, 2014

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Total $30,000.00

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<th>Accounting Unit #</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
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<tr>
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<td>367,964.02</td>
<td>5/18/18</td>
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Total $30,000.00

Reason for Request:
Budget Transfer needed to cover equity increases given to staff.

Signature on File

Department Head

Approved as to Balances Available:
Chief Financial Officer

Activity

Finance Department Use Only

Fiscal Year: 2018  
Budget Journal #:  
Acctg Period:  
Entered By/Date:  
Released By/Date:  
Posted By/Date:  

Signature on File

5/18/18

Packet Pg. 300

Attachment: Budget Transfers 05-22-18 (FI-R-0188-18 : Budget Transfers 05-22-18)
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

FACILITIES MANAGEMENT 1000-1100

Effective May 23, 2018
   Alexander Kleronomos, Maintenance Technician
   Class 3163 at $39,000 per year

INFORMATION TECHNOLOGY 1000-1110

Effective May 16, 2018
   Richard Balint, Cellular Telecommunications Specialist
   Class 1473, Range 209 at $46,000 per year

TEMPORARY

COUNTY BOARD 1000-1001

Effective May 29, 2018
   Kelly Luetkehans, Intern
   Class 9170 at $10.00 per hour

FACILITIES MANAGEMENT 1000-1100

Effective May 21, 2018
   Jake Knicker, Seasonal Employee
   Class 9172 at $10.00 per hour
TEMPORARY
Effective June 11, 2018
Daniel O’Brien, Seasonal Employee
Class 9172 at $10.00 per hour

INFORMATION TECHNOLOGY 1000-1110
Effective May 9, 2018
Connor Kocolowski, Intern
Class 9170 at $10.50 per hour

NON-CORPORATE FUND
REPLACEMENTS
CARE CENTER 1200-2035
Effective May 14, 2018
Tashari Loggins, Housekeeper II
Class 4211, Range 107 at $23,728 per year

CARE CENTER 1200-2050
Effective May 14, 2018
Marta Borzymowska, Certified Nursing Associate
Class 4111, Range 108 at $13.00 per hour

Effective May 14, 2018
Neickole Gavin, Certified Nursing Associate
Class 4111, Range 108 at $28,496 per year

Effective June 4, 2018
Nadja James, Director of Nursing
Class 4135, Range 317 at $120,000 per year
REPLACEMENTS
DIVISION OF TRANSPORTATION 1500-3510
Effective June 7, 2018
   Peter Segert, Laborer
   Class 3110 at $33,500 per year

Effective June 11, 2018
   Matthew Ebelt, Laborer
   Class 3110 at $33,500 per year

Effective June 11, 2018
   Mark Matozzi, Equipment Operator I
   Class 3331 at $40,000 per year

STORMWATER MANAGEMENT 1600-3000
Effective June 11, 2018
   Tamara Freihat, Geospatial Analyst
   Class 5116, Range 312 at $58,500 per year

PROMOTIONS
CARE CENTER 1200-2050
Effective May 23, 2018
   Pravdeep Sandhu, Registered Nurse
   Class 4124, Range 311 at $56,160 per year, from
   Class 4111, Range 108 at $22,064 per year

CARE CENTER 1200-2065
Effective May 23, 2018
   Miriam Sheehan, Recreation Therapy Coordinator
   Class 4163, Range 109 at $36,000 per year, from
   Class 4165, Range 108 at $28,684 per year
PROMOTIONS

COMMUNITY SERVICES 5000-1720

Effective June 18, 2018
Karina Garcia, Senior Information & Referral Specialist
Class 1913, Range 110 at $38,000 per year, from
Class 1912, Range 109 at $34,333 per year

JOB RECLASSIFICATIONS

COMMUNITY SERVICES 5000-1720

Effective June 2, 2018
Madeline Wazowicz, Administrative Specialist
Class 1165, Range 110 at $36,500 per year, from
Class 1003, Range 108 at $29,070 per year

TEMPORARY

ANIMAL SERVICES 1100-1300

Effective May 21, 2018
Emma Balinski, Intern
Class 9170 at $10.00 per hour

Effective May 21, 2018
Katie Bernhard, Intern
Class 9170 at $10.00 per hour

Effective May 21, 2018
Thomas Bialas, Intern
Class 9170 at $10.50 per hour

Effective May 21, 2018
John Clugg, Intern
Class 9170 at $10.00 per hour
TEMPORARY

Effective May 21, 2018
    Caroline Whittaker, Intern
        Class 9170 at $10.00 per hour

CARE CENTER 1200-2025

Effective May 23, 2018
    Audrey Mast, Dining Services Worker
        Class 4237, Range 106 at $10.92 per hour

Effective June 7, 2018
    Lauren Zanoni, Dining Services Worker
        Class 4237, Range 106 at $10.92 per hour

CARE CENTER 1200-2050

Effective May 14, 2018
    Latasha Allen, Certified Nursing Associate
        Class 4111, Range 108 at $13.70 per hour

Effective May 14, 2018
    Jeannell Gatson, Certified Nursing Associate
        Class 4111, Range 108 at $14.09 per hour

Effective May 14, 2018
    Rolonda Jackson, Certified Nursing Associate
        Class 4111, Range 108 at $13.15 per hour

DIVISION OF TRANSPORTATION 1500-3500

Effective May 21, 2018
    Mattheu Cipra, Intern
        Class 9170 at $12.00 per hour
TEMPORARY

Effective May 21, 2018
William Schillinger, Intern
Class 9170 at $12.50 per hour

DIVISION OF TRANSPORTATION 1500-3510

Effective May 21, 2018
Matthew Donovan, Seasonal Employee
Class 9172 at $10.00 per hour

Effective May 29, 2018
Brandon Bielik, Seasonal Employee
Class 9172 at $10.25 per hour

Effective May 29, 2018
Abigail Janis, Seasonal Employee
Class 9172 at $10.00 per hour

Effective May 29, 2018
Emilio Rodriguez, Seasonal Employee
Class 9172 at $10.00 per hour

Effective May 30, 2018
Shayne Kiebles, Seasonal Employee
Class 9172 at $10.00 per hour

Effective June 4, 2018
Edward Gimenez, Seasonal Employee
Class 9172 at $10.25 per hour

Effective June 7, 2018
Christopher Biank, Seasonal Employee
Class 9172 at $10.50 per hour
TEMPORARY

PUBLIC WORKS 2000-2555

Effective May 23, 2018
   Amanda Auge, Intern
   Class 9170 at $13.00 per hour

Effective May 23, 2018
   Joseph Caldarazzo, Seasonal Employee
   Class 9172 at $10.00 per hour

Effective May 23, 2018
   Jessica Manrique, Seasonal Employee
   Class 9172 at $10.00 per hour

Effective May 23, 2018
   Salvador Manrique Jr., Seasonal Employee
   Class 9172 at $10.75 per hour

PUBLIC WORKS 2000-2665

Effective May 23, 2018
   Joseph Sikes, Seasonal Employee
   Class 9172 at $10.00 per hour
TEMPORARY

STORMWATER MANAGEMENT 1600-3000

Effective May 23, 2018
   Joel Rojas, Seasonal Employee
   Class 9172 at $10.00 per hour

   BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of
   this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department,
   and one copy to the County Board.

   Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Resolution
FI-R-0194-18

WHEREAS, the DuPage County Financial and Budget Policies require that the County shall develop a budget calendar; and

WHEREAS, DuPage County strives to provide open and transparent county government, which ensures greater fiscal accountability; and

WHEREAS, having a published timeline will allow residents the ability to offer their thoughts and feedback on the County’s budget.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board and notwithstanding any prior enactment or rule to the contrary, that the attached FY2019 budget calendar be approved and made available to the public, including posting on the County’s website.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>Date Range</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 24, 2018</td>
<td>Budget Kick-off meetings with County-wide Elected Officials and Department Heads. Discuss budget instructions and parameters; distribute budget submission instructions, deadlines, etc.</td>
</tr>
<tr>
<td>May 23 – Aug 15, 2018</td>
<td>Elected Official and Department Heads prepare budgets and supporting materials, which are submitted to the Finance Department no later than Friday, July 6th.</td>
</tr>
<tr>
<td></td>
<td>Finance Department prepares FY2018 preliminary revenue and expenditure estimates and FY2019 initial outlook.</td>
</tr>
<tr>
<td></td>
<td>FY2019 Budget Survey is placed on the website for public input.</td>
</tr>
<tr>
<td></td>
<td>Committees hold budget meetings, as appropriate, with County-wide Elected Officials and Department Heads, to develop and approve budget recommendations to the County Board Chairman. Such meetings are open to the public for comment and input. Upon completion of appropriate committee review and approval, departments and Elected Officials submit any revisions to their budget materials to the Finance Department no later than August 15th.</td>
</tr>
<tr>
<td>July 6 – Sept. 11, 2018</td>
<td>Finance Department meets with County-wide Elected Officials and Department Heads to review their budget requests; compiles and reviews department requests and other documentation; develops spending and revenue estimates, budget scenarios, and options for review. Additional input from committees may be included in budget review.</td>
</tr>
<tr>
<td></td>
<td>The County Board Chairman’s budget recommendation is developed and budget materials are created.</td>
</tr>
<tr>
<td>Sept. 25, 2018</td>
<td>County Board Chairman presents his FY2019 budget to the County Board on Tuesday, September 25th. Chairman's budget recommendation is distributed and published on Website for public comment and input.</td>
</tr>
<tr>
<td>Sept. 25 – Oct. 23, 2018</td>
<td>Finance Committee will review information on proposed operating budget and capital improvement plans. Parent Committees review budget recommendations. Public comment and input will be received at committees.</td>
</tr>
<tr>
<td>Oct. 23, 2018</td>
<td>Finance Committee passes proposed final budget and financial plan, including headcount and health insurance.</td>
</tr>
<tr>
<td>Oct. 23 – Nov. 27, 2018</td>
<td>Proposed final budget published and filed with County Clerk at least 15 days prior to passage (on or before November 9th). Truth in Taxation hearing, if required. Public meeting is held on proposed final budget in Finance Committee and County Board.</td>
</tr>
<tr>
<td>Nov. 27, 2018</td>
<td>The County Board approves the annual budget. November 30 is the end of the current Fiscal Year.</td>
</tr>
<tr>
<td>Dec. 1, 2018</td>
<td>New Fiscal Year Begins.</td>
</tr>
</tbody>
</table>
Resolution  
FI-R-0195-18  

ACCEPTANCE AND APPROVAL OF THE FY2019  
DUPAGE COUNTY FINANCIAL AND BUDGET POLICIES  

WHEREAS, the County Board is the fiscal authority for DuPage County government; and  

WHEREAS, the County Board is responsible for the management of County funds and financial operations of the County; and  

WHEREAS, the County Board finds the need to develop financial and budget policies to provide for prudent financial practices and to deliver essential county services at the lowest possible tax rate using a transparent budget process that maintains the County’s bond rating; and  

WHEREAS, the purpose and objectives of said financial and budget policies are, to the fullest extent practicable, to: earn and maintain the public’s trust in the County’s collection, use, and conservation of public funds; ensure the legal and appropriate use of County funds through a system of internal financial controls as enumerated herein; provide reasonable assurance that financial records are reliable in the preparation of financial statements and accounting for assets and obligations by abiding by generally accepted accounting principles as applied to governmental entities; and provide financial information in a clear and transparent manner; and  

WHEREAS, the budgetary and financial framework for policy-making will strive to: prepare accurate and timely budgetary, financial, and socio-economic information for policymaking; identify and establish principles that minimize the County government’s cost and financial risk; provide financial principles to guide financial and management decisions; and provide information regarding the County government’s current financial condition.  

NOW, THEREFORE, BE IT RESOLVED that the Financial and Budget Policies set forth in Exhibit A are adopted by the County as guidelines governing its financial practices; and  

BE IT FURTHER RESOLVED, that these policies do not create any third-party rights; and  

BE IT FURTHER RESOLVED, that the County Board intends to review and update these policies at least annually.  
Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.  

______________________________  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD  

Attest: _________________________________  
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
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<tbody>
<tr>
<td>I) Financial Reporting and Internal Controls</td>
<td>3</td>
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<tr>
<td>A) General</td>
<td>3</td>
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<tr>
<td>B) Risk Management</td>
<td>3</td>
</tr>
<tr>
<td>C) Procurement</td>
<td>3</td>
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<tr>
<td>D) Transfers</td>
<td>4</td>
</tr>
<tr>
<td>E) Appropriations</td>
<td>4</td>
</tr>
<tr>
<td>F) Capital Assets</td>
<td>4</td>
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<tr>
<td>G) Reporting</td>
<td>5</td>
</tr>
<tr>
<td>II) Investment Management</td>
<td>6</td>
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<tr>
<td>A) Investment Officer</td>
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<tr>
<td>B) Financial Institutions</td>
<td>6</td>
</tr>
<tr>
<td>III) Bonded Debt</td>
<td>6</td>
</tr>
<tr>
<td>A) Credit Rating</td>
<td>6</td>
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<tr>
<td>B) New Money Debt</td>
<td>6</td>
</tr>
<tr>
<td>C) Parameters and Limitations</td>
<td>7</td>
</tr>
<tr>
<td>D) Refunding</td>
<td>7</td>
</tr>
<tr>
<td>E) Disclosure</td>
<td>7</td>
</tr>
<tr>
<td>IV) Annual Budget Development</td>
<td>8</td>
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<tr>
<td>A) General</td>
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<td>B) Revenue</td>
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<td>F) Pension</td>
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<td>G) Debt Service</td>
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<td>H) Grants</td>
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<td>J) Employee Benefits</td>
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<td>K) Contingency</td>
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<tr>
<td>L) Budget Requests</td>
<td>12</td>
</tr>
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</table>
DUPAGE COUNTY FINANCIAL AND BUDGET POLICIES

I) FINANCIAL REPORTING AND INTERNAL CONTROLS
   A) General
      1. The County shall develop internal control policies to provide reasonable assurance that public accountability is achieved. The County shall strive to maintain and continually improve a structure of internal controls to: 1) optimize efficiency and effectiveness; 2) comply with applicable laws, regulations, and policies; 3) safeguard assets; and 4) properly record financial transactions to ensure reliable financial reporting. The County shall weigh the costs relative to benefits when developing internal control procedures.
      2. The County shall maintain financial and budgetary control systems to ensure adherence to the budget. The County Auditor shall maintain a list of individuals approved by the County Board Chairman or other elected officials, who are authorized to approve budget expenditures.
      3. The County shall follow generally accepted accounting principles (GAAP) for financial reporting as applied to state and local governments.
      4. The County shall follow the Local Government Prompt Payment Act regarding the timely payment of claims. (30 ILCS 540)
   
   B) Risk Management
      1. The County shall actively develop and monitor internal policies to reduce liability exposure arising from accident, employee actions, or actions of the general public involving County property or personnel in the performance of their duties.
      2. The County shall actively review external insurance carriers for sufficient coverage at the lowest rates.
      3. When it is in the County’s best interest, the County shall be self-insured at reasonable and prudent levels for general liability, automotive liability, workers’ compensation, and employee health insurance.
      4. When it is in the County’s best interest, the County shall carry excess insurance for major liability classifications at levels deemed reasonable and prudent for counties of comparable size.
      5. It is the intent of the County to provide the same employer-sponsored health benefit coverage for all its employees, in accordance with the County’s eligibility criterion and plan or plans components, as proposed by the County Board Chairman and approved by the County Board.
   
   C) Procurement
      1. The County shall maintain and periodically review its Procurement 

3
Ordinance and related procedures covering purchases of goods and services. It shall update the Procurement Ordinance to incorporate recent changes in applicable statutes or local ordinances. In addition, the County shall revise the Procurement Ordinance to ensure fairness, protect against fraud, promote continuous systems improvement, encourage best practices, and promote economic development. (OFI-005D-99 amended 04/28/2013)

2. The Procurement Ordinance must be at least as restrictive as applicable State statutes covering procurement.

3. The Procurement Ordinance shall make provisions for the purchase of goods and services in the event of a declared or deemed emergency.

4. Expenditures shall be made in conformance with the County’s Procurement Code.

5. Sufficient unobligated line item authority shall exist prior to obligation to procure or purchase a good or service.

D) Transfers

1. Budgetary transfers from one category appropriation of any one fund to another category appropriation of the same fund, not affecting the total amount appropriated, may be made at any meeting of the County Board by a two-thirds vote of all members. (55 ILCS 5/6-1003)

2. Budgetary transfers exceeding $10,000 from one line item appropriation of any one fund to another line item appropriation of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote of all members.

3. The Finance Department shall review budgetary transfers to ensure need and adequate funding availability prior to County Board or County Board Chairman approval. In the event adequate funding is not available the transfer shall be returned to the originating department for revision.

E) Appropriations

1. Appropriations in excess of the original adopted budget may be made to meet an immediate emergency. Such appropriations require a two-thirds vote of the County Board. (55 ILCS 5/6-1003)

2. The County shall seek to minimize use of emergency appropriation authority by utilizing budget transfers wherever feasible.

3. When budget transfers are insufficient, departments or agencies seeking additional appropriation authority shall work with the Finance Department to determine the availability of other funding sources.

F) Capital Assets

1. An item shall be considered a capital asset if its acquisition value is at
least $5,000 and its estimated useful life exceeds one year.

2. The County shall maintain an annual inventory of capital assets.

G) Reporting

1. The Chief Financial Officer shall report and advise the Finance Committee on the financial condition of the County and its future financial needs no less than quarterly. Quarterly reporting shall include a discussion of cash flows, revenues, and expenditures. This report will include explanations for any department’s full-time salary account that is 2.5% over budget.

2. The Chief Financial Officer shall submit to the Finance Committee an annual audit. The annual audit shall be conducted by an external auditor that is an independent, certified public accountant. The external auditor shall present the final audit to the Finance Committee on an annual basis.

3. The audit report shall comply with generally accepted accounting principles (GAAP) as established by the Governmental Accounting Standards Board (GASB). The audit shall be made available on the County’s website. The audit’s key deliverables include: the Comprehensive Annual Financial Report (CAFR), the external auditor’s Report on Internal Controls, and the single audit.
   a. CAFR - The CAFR shall include an income statements that compares budgets to actuals by account and a balance sheets that presents assets, liabilities, and fund balance.
   b. Report on Internal Controls - All departments of DuPage County, including those under County-wide elected officials, shall make written responses and/or make corrective actions to findings in the external auditor’s Report on Internal Controls that pertain to them. If applicable, said responses and/or corrective actions shall be forwarded to the Finance Department within 10 working days of receipt of the finding from the external auditor for inclusion in the final Report on Internal Controls under the Management Response section.
   c. Single Audit - The external auditor shall perform a Single Audit in accordance with federal audit requirements. The Single Audit shall be provided to grantors and made available on the County’s website.

4. The Human Resources Department may annually provide the Finance Committee a report listing, but not limited to, regular salaries, overtime, beeper pay, compensatory time, bonuses, severance pay, holiday pay, per diem, vacation, sick and retention payouts for each department.

5. The Finance Department’s Procurement Division may annually provide to the Finance Committee a report that lists all current multi-year contracts and contracts with renewal options.
II) INVESTMENT MANAGEMENT
A) Investment Officer
1. The County Treasurer is the County’s investment officer for most funds.
2. The Treasurer shall invest funds in conformity with governing Illinois statutes.
3. The primary objective of the Treasurer’s investment program is safety of principal.
4. The County shall meet federal investment and arbitrage requirements regarding tax-exempt debt financing.

B) Financial Institutions
1. The County Board shall approve the financial institutions in which the Treasurer may deposit funds.
2. The County Board shall seek to deposit funds with financial institutions having a local presence to the maximum extent feasible.
3. The County Board generally deems it prudent that custody of bank accounts or investment accounts be placed with the County Treasurer. However, in case of exceptions, the following applies:
   a. Departments under County Board jurisdiction are required to obtain County Board approval for establishing and setting minimum requirements for any bank or investment account placed outside of the County Treasurer. The department is responsible for maintaining proper internal controls over said accounts.
   b. Elected Officials, who choose to maintain bank or investment accounts outside of the County Treasurer, shall provide sufficient information to enable the County Treasurer and the Finance Department to prepare required financial reports. The elected official is responsible for maintaining proper internal controls over said accounts.

III) BONDED DEBT
A) Credit Rating
1. The County shall operate financially in a manner to maintain its high credit rating. The County shall meet periodically with rating agencies concerning its fiscal plans and regarding its rating. The County shall continue to maintain good communications with bond rating agencies regarding its financial condition.

B) New Money Debt
1. Long-term, non-conduit debt shall generally be issued only for infrastructure, infrastructure improvements, or long-life major capital assets.
2. The County shall issue debt for capital purposes only if project costs cannot reasonably be financed through normal operations. A comparison between debt financing and pay-as-you-go financing should be performed when a new money debt issuance is considered, with the exception of Special Service Area or conduit bond issuance. Such comparison shall be included in supporting bond issuance documents.

3. The County shall have and maintain criteria for the issuance of conduit bonds.

C) Parameters and Limitations
   1. The County’s debt funded by ad valorem taxes shall not exceed 5.75% of assessed market value.
   2. Debt should not extend beyond the debt-funded project’s expected useful life.
   3. In order to preserve financial stability and to facilitate cash flow, the County shall attempt to maintain approximately equal total annual debt service payments, unless market or economic conditions make it advantageous to explore alternate debt service structures.
   4. In order to minimize the property tax burden on its residents, the County shall endeavor to keep its direct debt to taxable property value (market value) ratio low.

D) Refunding
   1. Whenever feasible, the County shall seek to refund or restructure debt in order to reduce debt service, produce cost savings of at least 2.5%, remove restrictive covenants, or to increase project financial capacity.
   2. The County shall employ generally accepted industry criteria as guidelines on refunding.

E) Disclosure
   1. The County shall abide by all continuing disclosure requirements of financial and pertinent credit information relevant to the County’s outstanding debt.
   2. The County shall approve and disclose all costs of issuance and all parties receiving a fee or payment of any kind in advance of payment. These costs shall be estimated in the authorizing bond ordinance/resolution.
   3. The authorizing bond ordinance shall contain language to maintain flexibility in a changing economic environment in the municipal bond market, as the County may need the ability to adjust the original estimated costs of issuance in order to sell the bonds in a manner at the best interest to the County.
   4. Final costs of issuance shall be disclosed upon closure of the bond sale. A report comparing the estimated and final costs shall be issued.
to the Finance Committee.

5. The Bond Ordinance for a given issuance shall identify the underwriter, bond counsel, underwriter’s counsel, and financial advisor.

IV) ANNUAL BUDGET DEVELOPMENT

A) General

1. The County shall prepare a budget consistent with the general policies and goals of the County.
2. The annual budget document shall endeavor to satisfy all mandatory criteria established by the Government Finance Officers Association (GFOA).
3. The County’s fiscal year runs from December 1 through November 30 of the following calendar year. Although appropriations are annual by statute, the County may develop a budget framework that exceeds one year’s duration.
4. Each May, the County shall develop, adopt, and publish a budget calendar, including presentation of the Chairman’s recommended budget, Finance Committee and County Board approval dates, and providing for applicable public input.
5. The County’s chief operating fund is the General Fund.
6. The County shall develop the General Fund budget such that annual cash disbursements do not exceed revenue.
7. The General Fund budget shall only be balanced by use of existing fund balance with two-thirds (2/3rds) vote of the County Board.
8. The County Board shall create and maintain a Strategic Reserve within the General Fund. The Strategic Reserve may be used only in the event of major emergency or economic distress to help stabilize County operations. A two-thirds (2/3rds) vote of the County Board shall be required to access the Strategic Reserve.
9. The year-end (November 30) cash balance goal for the General Fund shall be at least 25% of total expenditures plus transfers out of the next year’s General Fund budget, in order to reasonably accommodate revenue and expenditure cash flows while providing a low point operating margin of approximately one-month’s normal operations, in addition to strategic reserve amounts.
10. Special Revenue funds shall develop appropriate cash reserves.
11. The County shall routinely examine the methods of providing services in order to reduce costs, improve quality, or expand services with no increase in cost.
12. The County shall annually develop five-year expenditure and revenue projections for all major operating funds for inclusion in the annual budget document.
13. Projections shall include applicable operating costs of future capital
improvements that are included in the capital improvement plan.

14. Projections shall be made for the funding impact of continuing grant programs (in place at time of budget development) that are due to sunset within the five-year projection period.

B) Revenue

1. Taxation and Fees Policy
   a. The County shall seek to minimize reliance on annual property tax increases, which are deemed to be taxes of last resort.
   b. Aggregate property tax increases may not exceed the lesser of the Consumer Price Index (CPI) for all urban consumers as published by the US Bureau of Labor Statistics or 5% of the prior year’s tax extension pursuant to the Property Tax Extension Limitation Law (PTELL). (35 ILCS 200/18)
   c. The County shall prefer cost effectively administered user fees and charges to general taxes as a source of revenues.
   d. The County, through its departments and elected officials, shall periodically review fees and charges to ensure that they are adequately covering the cost of service as well as determining the applicability of new fees or charges.

2. Diversification
   a. The County shall endeavor to create and maintain a diversified revenue stream for its General Fund in order to minimize the impact of fluctuations in any one revenue source, and improve income stability.

3. Estimation
   a. Revenues shall be estimated conservatively, using an objective, analytical process including historical trends, current information, and local conditions.
   b. Current year revenue shall be monitored and forecasts should be adjusted as necessitated by actual performance in order to provide the most accurate basis for budget and future year projections.

4. One-Time Revenue
   a. The County shall not rely on one-time revenues, such as sales of assets, to fund ongoing expenditures.

C) Expenditures

1. The County Board authorizes fiscal year appropriation expenditure levels. The County does not reappropriate funds.

2. Commodities and contractual services are received and expensed within the same fiscal year. Accrued expenditures are expensed in the current fiscal year even though the cash outflow may occur in the
D) Interfund Transfers
   1. Known annual subsidy transfers shall be incorporated in the annual appropriation ordinance.
   2. During the year, additional interfund transfers may be considered based on need and shall be approved via resolution.

E) Capital
   1. The County shall endeavor to provide for adequate maintenance and replacement of capital assets at a level adequate to protect the County’s capital investment and to minimize future maintenance and replacement costs.
   2. The County shall develop a five-year schedule of capital acquisitions, repairs and replacements.
   3. Additional appropriation requests for capital projects over $500,000 shall require a 5-year financial impact statement. The County shall identify the estimated cost and potential funding sources for each capital project proposal before it is submitted to the County Board for approval. This shall include determining the least costly financing method for all new projects.

F) Pension
   1. The County shall follow applicable state statute or federal requirements to insure adequate funding for all retirement systems, including, but not limited to, the Illinois Municipal Retirement Fund (IMRF) and Social Security.

G) Debt Service
   1. The County shall ensure adequate funding to service all debt issued per applicable bond ordinances and debt schedules.
   2. When debt is backed by property tax revenues, allocation of property taxes for purposes of debt service shall have priority over other uses of property taxes.

H) Grants
   1. Grants in effect as of December 1 shall be identified in the budget at the time of original budget passage. Grants awarded after the beginning of the fiscal year shall be appropriated upon County Board approval.
   2. Applicants shall utilize the Grant Proposal Notification (GPN) process. Prior to submitting a grant application, all County Departments shall submit a GPN indicating their intent to apply for a non-recurring grant. The GPN should clearly indicate operating and capital expenses for programs in all budget and multi-year budget
estimates. The GPN must identify whether continuation of all or some staff or all or some level of services is a condition of grant acceptance. The GPN shall be reviewed and accepted by the Parent Committee and the County Board.

3. The County Board shall consider the budgetary impact of grant expiration when approving a grant. Where appropriate, grants shall contain sunset provisions to eliminate staff or services upon expiration or non-renewal of the grant.

4. Grants from County General Funds to other local governmental entities and non-profits shall include an explicit statement that such funds are subject to appropriation and may not be awarded in the future.

5. No new or expanded state or federal grants shall be accepted that require use of County resources of any kind unless approved in accordance with Section IV.) Annual Budget Development, Subsection L.) Budget Requests. All grants shall receive the closest possible scrutiny.

I) Intergovernmental

1. Program expenditures from any non-County funded sources (e.g. state grants, federal grants, intergovernmental agreements, etc.) shall be limited to the non-County funds provided unless a business case can be made that additional funding is in the best interest of the County or where there is an agreed County match requirement.

J) Employee Benefits

1. The County shall calculate and compensate (i.e., pay out) accrued or future accruing employee benefits from the County general employee benefits account strictly in accordance with the County Personnel Policy Manual adopted by the County Board and pursuant to reported accrued benefits from County-wide elected officials.

2. Elected officials are solely responsible for funding within their appropriation(s) the monetary difference resulting from offering additional benefits and/or related compensation beyond the standard policies and practices in the County Personnel Policy Manual or under-reporting of accrued benefits including, but not limited to, retention, sick, and/or vacation pay.

3. The Finance Department shall process a budget transfer from an elected official’s personnel budget to the elected official’s benefit payout budget for any payment of accrued benefits that exceeds the standard policies and practices outlined in the County Personnel Policy Manual as determined by the Human Resources Department. Payouts for an employee covered by the provisions of a collective bargaining unit shall be deemed exempt unless benefits were awarded beyond those awarded in the contract.
K) Contingency

1. The County shall appropriate amounts from the Contingency Account for budgetary circumstances unforeseen at the time of budget passage.

L) Budget Requests

1. All departments of DuPage County, including those under County-wide elected officials, shall prepare budget submissions consistent with the budget policies adopted by the County Board.
2. A status quo budget shall be submitted based on current year service levels.
3. New or expanded programs, including additional headcount, may be included in the budget request as a separate package. The “New Program/Program Initiative” package should address:
   a. Funding Source - The Department should explain if the program is funded by new sources of revenue or a commensurate reduction of existing operations. Departments are encouraged to explore new funding options. If no funding source is identified, the program shall be evaluated against countywide priorities and funding availability.
   b. Impact Statements - New or expanded programs require a five-year financial impact statement.
   c. Strategic Goals - Efforts shall be made to link new or expanded programs to the County’s strategic goals. Departments shall submit performance measures for the new or expanded programs they are requesting that are consistent with strategic goals and objectives.
   d. County Board Requests - County Board members may submit new or expanded programs for consideration. Departmental staff shall be available to assist in writing the requests. Such requests shall be submitted to appropriate committees or to the County Board for approval.
4. Departments shall submit a current organizational chart.
5. Vacant positions shall be reviewed during budget development and throughout the fiscal year with regard to each position’s importance to the department and any alternative to refilling the vacant position.
6. Requests for part-time positions, temporary positions, and seasonal positions should include title, anticipated number of hours to be worked and hourly rate for each position budgeted.
7. Employee salaries and other compensation shall be considered separately from department budget requests.
8. Departments shall submit a mission statement annually with their budget submission.
9. Departments shall submit annual short and long-term goals and
objectives which are consistent with the department’s mission statement and overall mission of the County.

10. Departments shall submit annual achievements that are relevant to the prior year’s goals and objectives.

11. Departments shall submit activity measurements that relate to specific program areas within their budgets.

12. Departments are encouraged to work to develop activity and performance measures consistent with the County’s strategic goals and objectives.

13. Departments shall submit capital assets requests within their budget submissions. Each project/item is to be accompanied by a Capital Project/Purchase Request Form which outlines project scope and five-year cost estimates.

14. Departments shall submit budget reduction/addition scenarios as required that indicate changes in service due to reduced/increased funding availability.

15. Departments should submit any additional information that shall aid in management decision making regarding the department’s budget.

16. Departments shall prepare and submit pertinent annual revenue estimates.

17. Departments shall provide information relating to legislative changes and economic conditions that may impact fees, charges, and other revenue sources.

18. After adoption of the budget, all departments and elected officials shall be required to develop and submit a staffing plan to the Human Resources Department for full-time and part-time employees. The plan should include titles, salaries, hours worked and salaries/hourly rates. This plan shall be utilized for administrative and insurance tracking purposes only.

19. The County Board approved budget shall include, but not be limited to, the following:
   a. A listing of County Board members and meeting schedules, a County Board district map, the County’s organizational chart, and the fund descriptions/structure.
   b. The budget calendar and a description of the budget process.
   c. An executive summary section including:
      i. Chairman’s Transmittal Letter (i.e., budget overview);
      ii. Appropriation summaries for all departments by category;
      iii. Historical budgetary information;
      iv. Five-year outlooks for major operating funds;
      v. Fund and department expenditure/budget history by government function and by fund;
      vi. Charts and graphs to illustrate and support budgetary
information; and

vii. Budgeted headcount for current fiscal year and budgeted year, along with budgeted and actual headcount for two prior fiscal years.

d. Financial summary information such as:
   i. A combined fund statement;
   ii. Estimated fiscal year-end fund balance for all County funds;
   iii. Discussion of major revenue categories;
   iv. Property tax levies and rates schedule;
   v. Revenue summary by classification for the various fund types: General Fund, Special Revenue, Capital Projects, Debt Service, and Enterprise;
   vi. Expenditure and appropriation information for the General Fund, Special Revenue Funds, Capital Project Funds, Debt Service Funds, and the Enterprise Fund (Public Works);
   vii. Detail listing of interfund transfers;
   viii. Individual departmental budgets in the General Fund, Special Revenue Funds, Capital Project Funds, Debt Service Funds, and the Enterprise Fund including, but not limited to: appropriations, mission statements, goals & accomplishments, staffing, activity measures and performance measures where applicable;
   ix. Detailed information on capital improvements and projects whether funded by debt or operations;
   x. Debt service information including bond ratings, sources of payment and budgeting structure, a five-year debt profile summary, outstanding debt by year, and debt service summaries by bond issue; and
   xi. Additional information such as:
      • Copies of all ordinances and resolutions that pertain to budget passage by the County Board;
      • The County’s strategic goals and objectives;
      • Special Service Areas summary information;
      • Descriptions, appropriation and revenue information for all federal, state or local grants in place as of December 1 of the budget year;
      • Appropriations, revenues and ordinances for the Health Department and Emergency Telephone Systems Board;
      • County socio-economic statistics; and
      • A glossary of terms.
Budget Request Submission Deadline is
No later than Friday, July 6, 2018

TO: Elected Officials and Department Heads or Staff Responsible for Budget Submission

FROM: Paul P. Rafac
Chief Financial Officer

DATE: May 22, 2018

SUBJECT: FY2019 Operating Budget Preparations/Instructions

We face significant challenges with the start of the FY2019 budget process. This year, we continue to respond to reductions at the state government level, including the administrative fee on the RTA sales tax and cuts to the Personal Property Replacement Tax (PPRT). Combined with holding the line on real estate taxes and weakness in sales tax receipts, these reductions negatively impact the revenue outlook for FY2019. At the same time, rising costs for collective bargaining contracts, retirement benefit payouts, and health care put upward pressure on the budget and will require continued focus on managing headcount. It is with this backdrop that we ask departments to develop their FY2019 budget requests.

We are providing general instructions for departmental FY2019 revenue and expenditure budget development with this email. It includes the following attachments:

1) Budget Development Instructions,
2) FY2019 Budget Calendar,
3) FY2019 Budget Documentation Checklist, and
4) County Financial and Budget Policies.

These attachments are also available on the Finance Department’s intranet site under http://inside.dupageco.org/Finance/Pages/Budget-Preparation.aspx. Additional instructions or requests for information may be required at a later date as a result of questions or actions by the County Chairman, County Board or various committees.
BUDGET DEVELOPMENT INSTRUCTIONS

The County Board has requested that consistent and uniform budget documentation be provided for review. Pursuant to this request, all departments are required to complete the Revenue Projections/Expenditure Budget Submittal spreadsheet. This spreadsheet will be populated with historical data and FY2018 actual expenditures as of May 11, 2018. Departments will need to: 1) estimate their FY2018 anticipated revenues and expenditures; 2) fill in the FY2019 Budget Request column; 3) complete 5 years of revenue estimates; and 4) explain any total variances (either increase or decrease) that exceed the greater of $10,000 or 5% from the FY2018 budget. Further details instructions are provided below.

I. Budget Request Submission

The Budget Request Checklist shows the list of all the items due in the submission. In general, departments will submit their budget numbers using the Revenue Projections/Expenditure Budget Submittal spreadsheet. The Finance Department will email the spreadsheet to Elected Officials and Department Heads no later than May 25th. Department will submit most additional budget information through forms in the County Budget Access Database.

II. FY2019 Budget Schedule

Each department must submit all budget materials to the Finance Department no later than the close of business on Friday, July 6th. This submission should include the Revenue Projections/Expenditure Budget Submittal spreadsheet, the Access database submissions, the New Projects/Program Initiatives Form (where applicable), and the completed Budget Documentation Checklist. On July 9th, departments will be locked out of the system and be unable to make further edits. Upon completion of appropriate committee review and approval, any changes to a department’s budget are due no later than Wednesday, August 15th. The Finance Department will review and make all necessary adjustments to create a balanced budget prior to the Chairman’s budget presentation.

Please note that department budget submissions are funding requests that may not be fully met. Departments are responsible for monitoring changes to their budget throughout the process - from the Chairman’s Recommendation through the Board approved final budget. All FY2019 appropriation and interfund transfer levels will be set by the County Board when it formally approves the FY2019 budget in November.

III. Revenue Estimates

The departmental revenue estimates are an integral part of the budget process, so estimates should be well-reasoned. The Finance staff is available to work closely with departments to develop their FY2019 revenue estimates. Every effort will be made to use the department’s revenue estimate or a mutually agreed upon estimate.

The Revenue Projections/Expenditure Budget Submittal spreadsheet includes a separate tab called “Revenue”. In this tab, departments should include an annual estimate for the current year, an estimate for FY2019, and projections for FY2020 through FY2023. The future year revenue projections will be used to aid in the development and implementation of the County’s five-year financial plan. Departments should complete the FY2019 Revenue Discussion Form for each accounting unit in the County Budget Access Database. In addition, departments should complete the tab called “Fees, Fines and Charges” located in the Revenue Projections/Expenditure Budget Submittal spreadsheet for each accounting unit or fund. Fees for services should fully cover related expenses.

IV. FY2019 Status Quo Budget Component

The budget submission Status Quo component gauges the costs of maintaining or continuing prior year service levels. The Status Quo numbers provide a benchmark for measuring current program costs and
priorities. Other parts of budget development include requests for new programs or cost issues above maintenance. (See Sections V and VI.)

The following instructions provide guidelines for determining Status Quo maintenance levels.

**A) Personnel Services Status Quo/Maintenance Budget**
Departments should budget all personnel accounts. Departments can request reasonable increases in full-time, part-time, temporary, seasonal, or overtime with an explanation. Explanations for increases should reflect factors such as organizational changes, statutory changes, union contract changes, caseload changes, operational changes, and/or funding changes. Departments requesting such changes should include the position title, hours, and hourly wage for each position in question. All increases relative to FY2018 budgeted levels must be explained and justified.

Non-General Fund departments should budget for fringe benefits using the following rates:
- FICA (Social Security and Medicare) @ 7.65%,
- IMRF Regular @ 10.05%, and
- Employee Medical/Dental Insurance @ 8% growth

Non-General Fund departments should develop an expenditure budget that does not exceed current year revenue plus the FY2018 estimated ending cash balance. If fund balance is required to create a balanced budget, please provide an explanation/justification.

**B) Non-Personnel Services Status Quo/Maintenance Budget**
Department requests for FY2019 non-personnel services should be at or below FY2018 budget levels. Adjustments between accounts may be made as part of budget development; however, the total departmental request cannot exceed FY2018. For FY2019, departments should focus on: 1) necessary current year contract increases that extend into the budget year; 2) utilization changes impacting items such as food, services, medical/drug costs, utilities and fuel; and 3) statutory changes impacting program services or levels. Departments should provide justification for each account in the comment section on the spreadsheet. Please budget for all multi-year contracts. These will not automatically be assumed in the baseline numbers.

**V. FY2019 Capital Projects/Improvement/Equipment Planning**
Departments requesting replacement of current equipment or capital projects/maintenance should do so within the appropriate account. For General Fund departments, capital items with a unit value of $5,000 or greater are consolidated with all other equipment requests within Company 1000 Accounting Unit 1160 – General Fund Capital. Please be aware that the Information Technology Department (IT) is responsible for budgeting scheduled replacement of all computer equipment for most General Fund departments. Non-General Fund departments should budget IT Small Value Equipment, account 52100, in their budget requests. Departments that request small value equipment and machinery should do so within their budget requests in account 52000. The vehicle replacement budget will be completed by the Division of Transportation per the County’s vehicle policy.

All contractual services should be budgeted on a 12-month payment basis. Commodities and/or capital items, which are budgeted in FY2018, must be ordered and received by November 30th in order to pay for the item(s) from the FY2018 budget. If they are not received by November 30th, they will be paid out of the upcoming FY2019 budget.

**VI. New Programs/Program Initiatives**
Departments may seek to request additional funding and/or staff beyond status quo/maintenance levels. This could be in response to several factors including, but not limited to, new legislation, ordinances, changes in caseload, or broad-based strategic objectives. Such requests must be submitted with a New Programs/Program Initiatives Form. Additional responsibilities or new program requests do not always require an increased funding request. Further, an initial year funding increase for start-up may be offset by reductions over the five-year impact statement. It should be noted that the County has acted to reduce long-term liabilities, which are especially pronounced in the area of personnel services. Therefore, the County encourages efforts to reduce reliance on regular personnel by looking at new technology or alternatives where feasible.

Departments should include new program requests in their budget submission. New programs requests should use the following accounts:

- 50099 for any new personnel, including detailed full time, part-time, temporary personnel, overtime, or other personnel costs;
- 52999 for commodities associated with the new program;
- 53999 for contractual services associated with the program; or
- 54999 for capital items associated with the program.

All new program requests should be detailed on the New Programs/Program Initiatives form. Departments requesting additional resources for new programs, or otherwise requesting significant budgetary changes for new programs, shall provide a program justification. Per the County’s Financial and Budget Policies, departments are required to include a five-year financial impact statement, which outlines how the new program will be funded, how much the program will cost each of the five years, and any other related information. Departments should link new programs with the County’s strategic plan and provide activity measures where appropriate. Lastly, departments should provide statutory or ordinance citations that relate to the new program.

VII. Required Additional Documentation

All forms will be provided using the County Budget Access Database. Departments should complete each of the forms applicable to their requests. General information regarding each form is outlined below.

A) Departmental Missions Statement, Strategic Initiatives & Highlights, Accomplishments, Short and Long Term Goals

Department mission statements, accomplishments, short term, and long-term goals have been pre-loaded with FY2018 information. Departments need to review and revise as necessary. Departments also need to review and revise strategic initiatives and highlights relating to the County’s Strategic Plan.

B) Activity Measures

Activity measure data has been pre-loaded for FY2016 - 2018. Please validate the actuals for FY2016 and FY2017. Provide annual estimates for FY2018 and FY2019. In the absence of specific new information or data, reasonable estimates could be the average of the past few years or the current year estimate.

C) Capital Project/Equipment Requests

All departments requesting items with a unit value larger than $5,000 are asked to complete the FY2019 Capital Projects/Purchases Form for each item/project. If the requested capital items relate to new programs or additional headcount requests, please include those in line 54999.

Requests will be reviewed and prioritized based on available funding. This form allows for a breakdown of estimated costs for five years as required in the County’s Financial & Budget Policies and provides for detail discussion of the project.
D) Grant Applications
Departments should list any grants that they are currently or will be pursuing through FY2019. Please list detailed program information as well as the amount of each grant. If your department does not have grants or does not pursue grants, please mark this form “N/A.” Projections shall also be made for funding impact of continuing grant programs (in place at time of budget development) that are due to sunset within the next five years.

VIII. Document Completeness
In addition to the required development components detailed above, departments should include any additional information pertinent to the development of their budgets, particularly ordinance or legislation changes impacting or potentially impacting their budget request. Where applicable, departments should provide associated costs.

IX. FY2019 Budget Kickoff Meeting
The Finance Department will be holding a meeting to answer questions regarding this or other budget issues for Elected Official Offices on Thursday, May 24th from 1:30 p.m. until 2:30 p.m. and for County Board Departments on Thursday, May 24th from 3:00 p.m. until 4:00 p.m. in Room 3500-B in the JTK Admin Building. A representative from each department should attend.
Resolution
FI-R-0196-18

ACCEPTANCE OF THE LOCAL TECHNICAL ASSISTANCE GRANT (LTA) FROM THE CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP) AND THE ALLOCATION OF THE REQUIRED 20% MATCH OF $25,184.00 AND THE ASSIGNMENT BY CMAP AND THE COUNTY OF DUPAGE OF TESKA ASSOCIATES INC. TO ASSIST COUNTY STAFF IN THE DEVELOPMENT OF THE RT. 83 CORRIDOR STUDY/LAND USE PLAN UPDATE

WHEREAS, the County of DuPage, (“the County”) has applied for planning assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”) to prepare an arterial corridor land use plan for the Rt. 83 Corridor;

WHEREAS, the County’s request for such assistance has been identified by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan and the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing assistance as a means of advancing the plan’s implementation; and

WHEREAS, CMAP requires a 20% match contribution from the County in the amount of $25,184.00; and

WHEREAS, the County and CMAP have agreed on the general contents of the Intergovernmental Agreement and a Scope of Services (IGA) that will guide planning assistance services to be provided by CMAP attached hereto;

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF DUPAGE THAT:

A. The DuPage County Board supports the preparation of an arterial corridor land use plan for the Rt. 83 Corridor.

B. The DuPage County Board accepts the offer of planning assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of GO TO 2040 and the ON TO 2050 Plans.

C. The DuPage County Board authorizes staff as designated by the County Board Chairman to finalize and execute the IGA from CMAP with an attached Scope of Services including the allocation of the required 20% match of $25,184.00 and the assignment by CMAP and the County of DuPage of Teska Associates Inc. to assist County staff in the development of the Rt. 83 corridor study/land use plan update.

D. The DuPage County Board recognizes that provisions that govern the administration of planning assistance services, and, if necessary, the discontinuation of such services, are included in the IGA.

E. This resolution shall be effective as of the date of its adoption.
Resolution

FI-R-0196-18

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
MEMORANDUM

TO: DuPage County Finance Committee and County Board

FROM: DuPage County Development Committee

DATE: May 15, 2018

RE: ACCEPTANCE OF THE LOCAL TECHNICAL ASSISTANCE GRANT (LTA) FROM THE CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP) AND THE ALLOCATION OF THE REQUIRED 20% MATCH OF $25,184.00 AND THE ASSIGNMENT BY CMAP AND THE COUNTY OF DUPAGE OF TESKA ASSOCIATES INC. TO ASSIST COUNTY STAFF IN THE DEVELOPMENT OF THE RT. 83 CORRIDOR STUDY/LAND USE PLAN UPDATE

DuPage County Finance Committee: May 22, 2018: Action Item: To approve of the acceptance of the Local Technical Assistance Grant (LTA) from the Chicago Metropolitan Agency for Planning (CMAP) and the allocation of the required 20% match of $25,184.00 and the assignment by CMAP and the County of DuPage of Teska Associates Inc. to assist County staff in the development of the Rt. 83 corridor study/land use plan update.

DuPage County Development Committee: May 15, 2018: The County Development Committee recommended to approve the following:

To proceed moving forward with the acceptance of the Local Technical Assistance Grant (LTA) from the Chicago Metropolitan Agency for Planning (CMAP) and the allocation of the required 20% match of $25,184.00 and the assignment by CMAP and the County of DuPage of Teska Associates Inc. to assist County staff in the development of the Rt. 83 corridor study/land use plan update

Development Committee Vote (to APPROVE) 5 Ayes, 0 Nays, 1 Absent

SUMMARY:

A. DuPage County has been awarded a Local Technical Assistance (LTA) grant from the Chicago Metropolitan Agency for Planning ("CMAP").

B. The grant is for consulting services to be paid for directly by CMAP with CMAP administering the financial end of the contract with the consultant Teska and Associates.
C. In order to complete the final agreement with CMAP, CMAP and staff seek approval to move forward with the process by approving the attached Resolution and IGA which will enable the County to begin to implement our planning program for the highly visible and strategic Rt. 83 corridor.

D. The LTA grant is for consulting services to be paid for directly by CMAP with CMAP administering the financial end of the contract with the consultant.

E. The consultant will be working directly with staff from the Department of Building and Zoning with general oversight by CMAP on the County’s Comprehensive Plan Update which is being approached in a unique manner; to wit:

1. The County with the help of the Consultant will assist County staff and our corridor partners, (Addison, Wood Dale, Bensenville, Elmhurst and Villa Park) with the research and development of the Rt. 83 Corridor Plan generally from the County Line North extended to Army Trail Road to the South.

2. The County and our partners with the help of the consultant, will perform studies, develop proposals and conduct hearings and meetings with stakeholders, (i.e.: municipal partners along the corridors, DMMC, business, industrial, office and residential property owners, etc.) towards developing a comprehensive land use plan for the Rt. 83 corridor.

F. Staff has been working with its parent committee, the Development Committee, over the past year to provide support and secure the planning expertise and partnership with CMAP.
Intergovernmental Agreement
For
DuPage County Route 83 Corridor Land Use Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and DuPage County, 421 N. County Farm Road, Wheaton, IL 60187, herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

____________________________________ _________________________________ __________
Signature      Type or Print Name of Authorized Representative  Date

Attest:

____________________________________ _________________________________ __________
Signature      Type or Print Name      Date

For CMAP:

____________________________________ _________________________________ __________
Joseph C. Szabo     Attest Signature     Date
Executive Director

Part 1  Scope/Compensation/Term
Part 2  General Conditions
Part 3  Scope of Work/Responsibilities
Part 4  Contribution
Part 1: Scope/Compensation/Term

A. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

B. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 4. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: ____________________________________________________
Telephone No.: _________________________________
Account No.: ________________
Bank ACH Routing No.: ___________________________________
CMAP email address for confirmation:

C. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification, and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning
Taxpayer Identification Number: 13-4331367
DUNS No.: 06-858-7112
Legal Status: Local Government

D. Term of Agreement. The term of this Agreement shall be from final signing to May 31, 2020.

E. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. Complete Agreement.
   a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect
the validity of other terms or conditions.

b. CMAP’s failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP’s right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY’s obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. Allowable Charges. No expenditures or charges shall be included in the cost of the Project that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP’s obligations under this Agreement.

5. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

   (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

   (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

   (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

   (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding $2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

   a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.

   b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than $2,500 but less $10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of $10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.

   c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

   d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of $500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
9. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.

10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.

11. **Termination.**
   
a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed “Termination by Default”) by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.

   b. This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed “Termination for Convenience”), provided that the terminating party provides not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.

   c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled “Equal Employment Opportunity,” as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP’s commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best
efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.
   a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.

   b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

   c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.

22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (http://www.cmap.illinois.gov)."

23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the other party.

24. **Independent Contractors.** Contractor’s relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor’s personnel performing work under this Agreement shall at all times be under the contractor’s exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor’s shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers’ compensation insurance and similar matters.

25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY’S failure to comply shall constitute a material breach of this contract.

26. **Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney’s fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
31. **Subcontracts.**

a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

**Part 3: Responsibilities/Scope of Work**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.

C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

A. **SCOPE OF WORK.** The purpose of the project is DuPage County Route 83 Corridor Land Use Plan, (hereinafter “PROJECT”).

B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants’ deliverables, if any; at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

**Part 4. Contribution**

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of $25,184.00 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY. The invoice will be due 30-days after receipt. The invoice will be sent to the person listed on ATTACHMENT 2.
ATTACHMENT 2:

Invoice Information

Name:___________________________________________________________
Title:____________________________________________________________
Address:_________________________________________________________
City:____________________  State:_________________ Zip:_______________
Phone:___________________________________________________________
Email:___________________________________________________________

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606
MEMORANDUM

TO: DuPage County Board
FROM: DuPage County Development Committee
DATE: May 15, 2018
RE: Z17-056 Wheaton PD (Arrowhead) (Milton/ District 4)

DuPage County Board: May 22, 2018:

Development Committee: May 15, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to approve): 5 Ayes, 0 Nays, 1 Absent
Zoning Board of Appeals Meeting: May 3, 2018: The Zoning Board of Appeals recommended to approve the following zoning relief:

1. Conditional Use for an electric message center sign.
2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).
3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.
4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.
2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.
4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to approve): 5 Ayes, 0 Nays, 2 Absent

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow them to erect a new identification sign on the subject property.
2. That petitioner testified that the subject property is the Arrow Head Wheaton Park District public golf course(s) with ancillary restaurant and banquet facility that sits on over 300 acres of land.
3. That petitioner testified that the subject golf course is flanked by DuPage County Forest Preserve district property consisting of over 1,500 acres of land.
4. That petitioner testified that the adjacent DuPage County Forrest Preserve property to the east has approximately 5,600 feet of frontage on Butterfield Road between Naperville Road to the east and the entrance to the Golf Course Property and to the west approximately 2,000 feet of frontage along Butterfield Road between Herrick Road to the west and the entrance to the Golf Course Property.

5. That petitioner testified that the Butterfield Road to the north of the property carries approximately 25,000 to 30,000 vehicles per day with a posted speed limit of 50 miles per hour.

6. That petitioner testified that because of the large expanses of open space flanking the Golf Course coupled with the large amount of traffic traversing along the stretch of roadway at a higher rate of speed, patrons of the golf course often pass the entrance to the golf course, or think the facility is part of the DuPage County Forrest Preserve, or think that the Golf Course is a private facility given the size and scope of the facility and the architectural elements and features of the club house.

7. As such, petitioner seeks the subject zoning relief to better identify the golf course and its amenities to better facilitate safe and reasonable access to the site and to identify the property as a public park district facility that is open to the general public.

8. That petitioner testified that the sign contractor has identified the type of sign being proposed as one which will adequately enable patrons to see the sign in such a wide expanse of open space both in terms of its height, size and location on the property at the entrance of the intersection of Butterfield Road and the drive access to the facility.

STANDARDS FOR CONDITIONAL USES AND VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed sign will be located on property that exceeds 300 acres in size, is located adjacent to over 1500 acres of open space operated by the County Forrest Preserve District and is located adjacent to a 6 lane limited access highway Illinois Rt. 56 (Butterfield Rd).
b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed sign will be constructed to all county codes and is located at least 150 feet from the nearest building.

c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed sign will facilitate better access to the property from the limited access highway as it will enable patrons to more clearly know where the facility is located and where to access the facility.

**GENERAL ZONING CASE INFORMATION**

**CASE #/PETITIONER**  
Zoning Petition 17-056 Wheaton PD

**ZONING REQUEST:**  
1. Conditional Use for an electric message center sign:  
2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).  
3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.  
4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement.

**OWNER**  
WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL  60187

**ADDRESS/LOCATION**  
26W151 BUTTERFIELD RD, WHEATON

**PIN**  
05-31-200-008

**TWSP./CTY. BD. DIST.**  
Milton District 4

**ZONING/LUP**  
R-2 SF  
0-5 DU AC

**AREA**  
OVER 300 ACRES

**UTILITIES**  
Sewer and Water

**PUBLICATION DATE**  
Daily Herald: December 27, 2017

**PUBLIC HEARING**  
March 8, 2018

**ADDITIONAL INFORMATION:**  
No Objection.

Building:  
No Objection

DUDOT:  
No Comments

Health:  
No Objection.

Stormwater:  
No Objection.

Public Works:  
No Objection.

EXTERNAL:

Milton Township:  
No Objection.

IDOT  
No Comments
GENERAL BULK REQUIREMENTS:

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<th>REQUIREMENTS:</th>
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LAND USE

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<th>Existing Use</th>
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<td>Golf Course</td>
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<td>Rt. 56 Butterfield Rd and Beyond R-4 SF</td>
<td>Single family homes</td>
<td>0-5-DU AC</td>
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<tr>
<td>West</td>
<td>R-2 SF</td>
<td>Forest Preserve Dist.</td>
<td>0-5-DU AC</td>
</tr>
</tbody>
</table>
April 12, 2018

DuPage County Zoning Board of Appeals
421 N. County Farm Rd.
Wheaton, IL 60187

Dear Board Members,

The Wheaton Park District appreciates your time and support in allowing us to construct a sign and message center at the entrance to the Arrowhead Golf Club. We feel this sign will greatly increase awareness of this great asset to our community and surrounding areas.

Based on guidance from DuPage County Building and Zoning staff, the Park District would like to request the following hours of illumination for the sign's message center: 6:00 a.m. to 10:00 p.m. each day of the week. We feel that this time frame of illumination will be respectful to our neighbors while still enabling us to get out the Arrowhead "message".

Thank you for your consideration in this matter.

Sincerely,

Michael J. Benard
Executive Director
Wheaton Park District
ORDINANCE
Zoning Petition Z17-056 Wheaton PD (Arrowhead)

WHEREAS, a public hearing was held on March 8, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Conditional Use for an electric message center sign.
2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).
3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.
4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement, on the property hereinafter described:

PARCEL 1: THAT PART OF LOT 1 OF PLAT NO. 1 OF ARROWHEAD GOLF CLUB RECORDED FEBRUARY 11, 1969 AS DOCUMENT R69-5827 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE QUARTER SECTION LINE 110.4 FEET; THEN SOUTH 80 DEGREES EAST OF 574.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION THAT IS 555.12 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES WEST 555.12 FEET TO THE POINT OF BEGINNING IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 3, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that they seek the subject zoning relief to allow them to erect a new identification sign on the subject property.
2. That petitioner testified that the subject property is the Arrow Head Wheaton Park District public golf course (s) with ancillary restaurant and banquet facility that sits on over 300 acres of land.
3. That petitioner testified that the subject golf course is flanked by DuPage County Forest Preserve district property consisting of over 1,500 acres of land.

4. That petitioner testified that the adjacent DuPage County Forrest Preserve property to the east has approximately 5,600 feet of frontage on Butterfield Road between Naperville Road to the east and the entrance to the Golf Course Property and to the west approximately 2,000 feet of frontage along Butterfield Road between Herrick Road to the west and the entrance to the Golf Course Property.

5. That petitioner testified that the Butterfield Road to the north of the property carries approximately 25,000 to 30,000 vehicles per day with a posted speed limit of 50 miles per hour.

6. That petitioner testified that because of the large expanses of open space flanking the Golf Course coupled with the large amount of traffic traversing along the stretch of roadway at a higher rate of speed, patrons of the golf course often pass the entrance to the golf course, or think the facility is part of the DuPage County Forrest Preserve, or think that the Golf Course is a private facility given the size and scope of the facility and the architectural elements and features of the club house.

7. As such, petitioner seeks the subject zoning relief to better identify the golf course and its amenities to better facilitate safe and reasonable access to the site and to identify the property as a public park district facility that is open to the general public.

8. That petitioner testified that the sign contractor has identified the type of sign being proposed as one which will adequately enable patrons to see the sign in such a wide expanse of open space both in terms of its height, size and location on the property at the entrance of the intersection of Butterfield Road and the drive access to the facility.

STANDARDS FOR CONDITIONAL USES AND VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that that the proposed sign will be located on property that exceeds 300 acres in size, is located adjacent to over 1500 acres of open space operated by the County Forrest Preserve District and is located adjacent to a 6-lane limited access highway Illinois Rt. 56 (Butterfield Rd).

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed sign will be constructed to all county codes and is located at least 150 feet from the nearest building.
c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed sign will facilitate better access to the property from the limited access highway as it will enable patrons to more clearly know where the facility is located and where to access the facility.

GENERAL ZONING CASE INFORMATION

<table>
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<tr>
<td>1. Conditional Use for an electric message center sign:</td>
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</tr>
<tr>
<td>2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).</td>
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<tr>
<td>3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.</td>
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</tr>
<tr>
<td>4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement.</td>
<td></td>
</tr>
<tr>
<td>OWNER</td>
<td>WHEATON PARK DISTRICT 102 E WESLEY ST WHEATON IL 60187</td>
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<tr>
<td>ADDRESS/LOCATION</td>
<td>26W151 BUTTERFIELD RD, WHEATON</td>
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<td>PIN</td>
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<td>TWSP./CTY. BD. DIST.</td>
<td>Milton District 4</td>
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<td>ZONING/LUP</td>
<td>R-2 SF</td>
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<td>AREA</td>
<td>OVER 300 ACRES</td>
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<td>UTILITIES</td>
<td>Sewer and Water</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: December 27, 2017</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>March 8, 2018</td>
</tr>
<tr>
<td>ADDITIONAL INFORMATION:</td>
<td>No Objection.</td>
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Building: No Objection
DUDOT: No Comments
Health: No Objection.
Stormwater: No Objection.
Public Works: No Objection.

EXTERNAL:
Milton Township: No Objection.
IDOT: No Comments

GENERAL BULK REQUIREMENTS:

<table>
<thead>
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<th>REQUIREMENTS:</th>
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<th>PROPOSED</th>
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<td>Sign Sq. ft.</td>
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<tr>
<td>Sign Height</td>
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<td>20 feet</td>
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<td>Sign Location</td>
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</tr>
<tr>
<td>Front</td>
<td>15 feet</td>
<td>2 feet</td>
</tr>
<tr>
<td>Sides and rear</td>
<td>20 feet</td>
<td>500 plus feet</td>
</tr>
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</table>
WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on May 3, 2018 recommends to approve the following zoning relief:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on May 15, 2018, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Conditional Use for an electric message center sign.
2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

4. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Conditional Use for an electric message center sign.

2. Variation to increase the size of a sign from 24 sq. ft. to approximately 264 sq. ft. (132 sq. ft. per face).

3. Variation to increase the height of a ground sign from 6 feet to approximately 20 feet.

5. A variation to reduce the front yard setback from 15 feet to approximately 2 feet for a sign replacement, on the property hereinafter described as:

PARCEL 1: THAT PART OF LOT 1 OF PLAT NO. 1 OF ARROWHEAD GOLF CLUB RECORDED FEBRUARY 11, 1969 AS DOCUMENT R69-5827 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE QUARTER SECTION LINE 110.4 FEET; THEN SOUTH 80 DEGREES EAST OF 574.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION THAT IS 555.12 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 90 DEGREES WEST 555.12 FEET TO THE POINT OF BEGINNING IN DU PAGE COUNTY, ILLINOIS; and
The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z17-056 Wheaton PD dated March 8, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That the electronic message center sign shall be lit only between the hours of 6:00 AM to 10:00 PM each day of the week.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

   BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

   BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; WHEATON PARK DISTRICT, 102 E WESLEY ST, WHEATON, IL 60187; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

Enacted and approved this 22nd day of May 2018, A.D.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _______________________
PAUL HINDS, COUNTY CLERK
M E M O R A N D U M

TO:    DuPage County Board
FROM:  DuPage County Development Committee
DATE:  May 15, 2018
RE:    Z18-018 Rambke (Lisle/District 2)

DuPage County Board: May 22, 2018:

Development Committee: May 15, 2018: The DuPage County Development Committee recommended to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

DuPage County Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

Zoning Board of Appeals Meeting: May 10, 2018: The Zoning Board of Appeals recommended to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.
Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

ZBA VOTE (to Approve): 6 Ayes, 0 Nays, 1 Absent

FINDINGS OF FACT:

1. That petitioner testified that they purchased the subject property with an existing home on same in 2009. Since the time of purchase petitioners have had serious flooding issues with their existing home; to wit:

- October 2009 – home purchased by the Rambke’s, the current owners
- February 2010 – Rambke’s cited by the DuPage Co. Health Department that septic was failing
- June 2010 – First flood caused by septic failure and storm water
- July/August 2010 – Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
- 2010-2013 – various occasions where external sump pumps were used to keep water from entering the home (2-3 per year)
- April 2013 – Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
- August 2014 – After meetings with the county and ESF survey/study, the county worked with Lisle Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
- July 2016 – Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had re-graded his property while we were on vacation, essentially creating a berm between the property lines; they were cited by the county and removed the dirt later that fall
- October 2017 – Fourth flood; opened flood insurance claim and began meeting with the county again
- February 2018 – Fifth flood; damage was minimal so we are not filing an insurance claim
2. In addition, Petitioner has provided the following information relative to additional actions taken by themselves and others in attempts to alleviate flooding of the home to no avail; to wit:

In October of 2009, we purchased the home at 5701 Elinor Ave. Downers Grove, Il. 60516. The previous homeowners disclosed one prior flood during what they said was a 100 year storm event. We purchased the home to enable us to live with my disabled father, and mother who is his caregiver following an accident in 2006. The downstairs has a walk out basement to provide him with wheelchair access with two separate bedroom areas; this is an incredibly difficult type of home to find – options are few and far between.

During the first month that we lived at this property, we had heard that it was one of the rainiest October’s on record, and that was evident by the amount of pooling water in our back yard, which we had not anticipated. We also noticed a sewer/septic smell in and out of the house. In February of 2010, we were cited by the DuPage County Health Department that our septic system had failed and that we needed to tie into the sewer.

Plans were made to do this, however, it was also an incredibly rainy spring and we unfortunately flooded in a major way before any of the work could even begin in early June. We did not have flood insurance at this time. Flood mitigation, permits, and getting access to the city sewer cost us just under $50,000 and we had not even lived there for a year. During the mitigation, my parents were displaced for 6 months as they were unable to live on the first floor.

During this time, we had a great deal of difficulty with our insurance company. We were dropped by our insurance company and were forced to take on the Illinois State backed plan and paid $600 a month for homeowners insurance. Working through all of that, we discovered that the previous owners did not disclose that they also had flooded a second time while living at the property. We sued them and settled for a low amount (it didn’t even cover the cost of the permit to tie into the sewer) as we did not want to exhaust the time, effort and more money needed to take them to trial.

The Health Department of DuPage County worked on a plan with a septic company, and we tied into the sewer, and also installed an elaborate ejector pit and pump system. Because of the heavy rains, it was clear that the septic system failing is not our only issue; our back yard is essentially a bowl, and all of the storm water from every direction is diverted to our property. The new system was not enough, however. Intermittently, we had to put 1-2 external sump pumps outside when water levels were high to help avoid flooding. In the beginning, I believe this happened at least 2-3 times per year, where it helped us prevent flooding.

However, in April of 2013, we flooded again. We had four external pumps going during this storm because there was lots of warning. Two were large commercial grade pumps that we rented, and

The box culvert, which was put in in August 2014 I believe, did effectively do its job in that the ditches drain much more quickly than in the past. Water used to stand for weeks after a major storm, which was causing a potential health risk during the summer because it attracted mosquitoes. However, the culvert is not regularly maintained and does have a lot of leaf/debris back-up that may prevent the flow of water. I have only seen Lisle Township clean it once in the years it has been there. Furthermore, the real issue is the drainage directly into our yard from the east and south, which DuPage county will not assist with as it is on private property.
3. That petitioner testified that they seek to remove the existing house that constantly floods and build a new house on slab, (i.e. no basement) and build the home north of the drainage and site specific floodplain on the south side of the property.

4. That petitioner testified that in order to build a new house they seek a variation in the corner side yard setback from 30 feet to approximately 20 feet to ensure that the house can be moved to a location completely clear of the site specific floodplain and to take advantage of the higher existing ground and grade of the property.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed variation in corner side yard will allow them to move the home further away from adjacent buildings on property to the south and east and allow for better attenuation of drainage on the south side of the property free and clear of any encumbrances and the existing home encumbrance which will be removed.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed new development will comply with all other
codes of the county and as the home will be built on slab and flood proofed the home will exceed normal building and fire code requirements.

c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed development will alleviate an existing condition which currently renders the home on the property less valuable and will replace same with a new home out of the site specific floodplain creating value for the property and neighborhood.

d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed development will substantially decrease and potentially eliminate altogether the existing level of flood damage to the buildings on the property and damage on the site as the old home will be removed in place a new home built on slab outside of the site specific flood plain and drainage way.

e. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the proposed development will eliminate the current need for public expanse to alleviate existing conditions as the new home will be located outside of the site specific flood plain and drainage area and no longer will the owners require flood insurance and thus eliminate any claims for flood damage.

**PETITIONER’S DEVELOPMENT FACT SHEET**

<table>
<thead>
<tr>
<th>GENERAL ZONING CASE INFORMATION</th>
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<tr>
<td><strong>CASE #/PETITIONER</strong></td>
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<tr>
<td><strong>ZONING REQUEST</strong></td>
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<td><strong>OWNER</strong></td>
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<tr>
<td><strong>PUBLIC HEARING</strong></td>
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<tr>
<td><strong>ADDITIONAL INFORMATION:</strong></td>
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Building: No Objections.

DUDOT: The DuPage County Division of Transportation has no jurisdictional authority over the subject property adjacent roadway right-of-way and defers its review to the highway jurisdictional authority. See attached documentation.

Health: No Objections.
| Stormwater: | No Objection/Concerns with the concept of the petition. Additional information may be required at time of permit application. |
| Public Works: | No Objections. We are not the water or sewer provider for them. However, they have numerous reported flooding issues on their property. Any potential development should address that issue. |
| EXTERNAL: | |
| Forest Preserve: | No Objections. |
| Village of Downers Grove Community Development: | Objects. See attached documentation. |
| Township: | No Comments. |
| Lisle Township Highway: | No Objection/Concerns with the concept of the petition. Additional information may be required at time of permit application. |
| Fire Dist.: | No Comments. |
| Sch. Dist. 58: | No Objections. |

### GENERAL BULK REQUIREMENTS:

<table>
<thead>
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<th>REQUIREMENTS:</th>
<th>REQUIRED</th>
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<th>PROPOSED</th>
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<td>Int. Side Yard:</td>
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<td>Rear Yard:</td>
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### LAND USE

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<td>House</td>
<td>0-5 DU AC</td>
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<td>North</td>
<td>College Road and beyond R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
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<td>South</td>
<td>R-4 SF</td>
<td>House</td>
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<tr>
<td>East</td>
<td>R-4 SF</td>
<td>House with Detached Garage</td>
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<tr>
<td>West</td>
<td>Elinor Avenue and beyond R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
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April 27, 2018

Ms. Jessica Infolise
DuPage County Building & Zoning Dept.
421 N. County Farm Road
Wheaton, IL 60187

Re: 5701 Elmor (Variation Petition Z18-018)

Dear Ms. Infolise,

Thank you for the opportunity to perform a review of the plans for the above referenced setback variation request at 5701 Elmor. The Village of Downers Grove has an opinion in this matter because of the subject property’s close proximity to the municipal boundary, and location within the Village’s planning area.

After careful review, staff at the Village of Downers Grove does not find that the requested relief meets the burden of “practical difficulties” or “particular hardships” (per Section 37-1411 of the DuPage County Zoning Ordinance). The petitioner has multiple options to address flooding concerns while meeting the 30-foot setback requirements. Possible options are to regrade the property at time of new construction, shifting the depressional area, or to floodproof the home using fill around the house. Such options should be considered before seeking a variation.

Also, staff finds that reducing the required streetyard setback from 30 feet to 20 feet is not “in harmony with the general purpose and intent of the Zoning Ordinance” since the setback reduction would noticeably vary from the existing characteristics of the immediate neighborhood.

If I can be of further assistance, please do not hesitate to contact me at 630.434.5520 or rleitschuh@downersgrove.org.

Sincerely,

Rebecca Leitschuh, AICP
Planning Manager
Community Development Department

Cc: Mike Lomas, Village of Downers Grove Stormwater Administrator
Information Submitted by Petitioner:

Brief Description of Flood Events at 5701 Ellnor Ave.

- October 2009 – home purchased by the Rambke's, the current owners
- February 2010 – Rambke’s cited by the DuPage Co. Health Department that septic was failing
- June 2010 – First flood caused by septic failure and storm water
- July/August 2010 – Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
- 2010-2013 – various occasions where external sump pumps were used to keep water from entering the home (2-3 per year)
- April 2013 – Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
- August 2014 - After meetings with the county and ESI survey/study, the county worked with Lisbon Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
- July 2016 – Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had regraded his property while we were on vacation, essentially creating a berm between the property lines; they were cited by the county and removed the dirt later that fall
- October 2017 – Fourth flood; opened flood insurance claim and began meeting with the county again
- February 2018 – Fifth flood; damage was minimal so we are not filing an insurance claim

[Signature]

Kara Rambke, Owner

Joanna Lock
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 22, 2021

[Stamp]

4-9-18

Packet Pg. 371
block in place of the sale of the property which would continue to have the ramifications of continuous flooding no matter the owner which in turn leaves the door open to a perpetual cycle of litigation involving the county and probably numerous other entities. I’ve been witness to the hardships and increasingly irreversible costs to the lives of a valued family in the community. I do not know the financial planning details of my neighbors, but anyone with two eyes can see the experiences the Rambles have faced have certainly affected not only their livelihood, but their ability to retire. No one should have to live their lives in fear with each precipitation cycle that their savings will dwindle with yet another flooding event and the costs associated.

In closing I ask that you, as a firm, government office, or other entity, have compassion and empathy with and for this family by reducing or eliminating the costs associate with permitting, review, and inspection or other fees in regards to any rebuild they may be approved for. It is my firm belief that this family has been through enough and should be recognized and allowed some leniency.

Thank you for your time,

Michael R Novotny Jr, LL.TCF

3-20-18

2437 College Road
Downers Grove IL 60516

[Signature]

4-4-18

Attachment: Z18-018 (DC-O-0028-18 : Z18-018 Rambke)
March 20, 2018

To Whom it May Concern:

We are unincorporated Lisle Township residents who live at 5702 Elinor Avenue in Downers Grove. We live directly across the street from the Rambke family.

They have informed us that they have to complete a Hardship Application in order to do a re-build on their home. It’s our understanding that the main reason they want to do a re-build is because they have struggled with significant flooding on their property for many years. We can’t give you an exact timeline of flooding events they have experienced or an exact breakdown of steps they have taken in an effort to alleviate their problem but we can give you some insight into the drainage situation as a whole in our little corner of the neighborhood.

With significant rain events in our area, the ditches of the homes in the area fill with water and the water remains there for many days. It seems like there is a problem getting that water in the ditches to flow wherever it needs to flow in order to leave the ditches. Also, we have a “creek” that runs east-west through the south side of our property. There is usually a trickle of water about a foot or so wide running through the “creek”. On significant rain events the width of our creek grows to 12 or so feet. There has been so much water in the “creek” that our children have tubed down it. When there is that much water it usually drains away within a day’s time but in that time we know the damage has been done on the Rambke property.

After rain, their backyard holds so much standing water that they end up with a “lake” in their backyard. Most times these “lakes” end up flooding their basement level. This has happened several times we can think of and the proof of that for us isn’t only seeing it with our own eyes but it is also the arrival of the trucks and vans of the companies the Rambke’s have to hire to help them get rid of the water, tear out the damaged carpet/drywall/etc., and put their basement back together.

The Rambke’s have told us that they have installed a significant pump system and, from what we can tell, it has been unable to keep up with the amount of water they get on their property.
A new culvert was installed under Elinor Avenue and a drain was installed in the easement just west of the culvert. Before these installations there was significant pooling of water in that area. So much so that one year our daughters had a blast playing with the thousands of tadpoles that were living in the pool. While that pooling has diminished as a result of the installations, water continues to pool in that area. For some reason the water doesn't seem to flow well in that area - like the flow is restricted or interrupted somehow. Perhaps that enhances the flooding on the Rambke property?

It has been awful watching our neighbors struggle with significant flooding since they moved in. We hope this letter outlining water issues in our neighborhood helps our neighbors move forward with their Hardship Application, ensures the rebuild of their home and enables them to enjoy a future in a home in which they don't have anxiety when they see rain is in the forecast.

Dane and Kara Svoboda
5702 Elinor Avenue
Downers Grove, IL 60516

[Signature]

[Stamps]
April 3, 2018

Dear:

We are your neighbors Nick and Kara Rambke living at 5701 Elinor Avenue, Downers Grove, Illinois 60516.

We are requesting a 33% administrative variation from DuPage County to allow us to build a house with a 20 foot side yard setback from College Road instead of a 30 foot side yard setback for primary structure on corner lot.

The zoning request is 33% or less of the DuPage County Zoning Code requirements. The 33% administrative variation is to the R-4 side yard 30 foot setback requirement for a primary residential structure on corner lot as stated in the DuPage County Zoning Code 37-704.04.

If my immediate neighbors approve of the proposed variation request.

As such, if you do not object to the 33% administrative variation please sign below:

I, Dane Sloboda
residing at 5702 Elinor Ave, Downers Grove

Immediately adjacent to the subject property herein do not object to a 33% administrative variation to allow a house to be built with a 20 foot side yard setback instead of a 30 side yard setback for a primary residential structure on a corner lot.

Immediate Neighbor: Name: Dane Sloboda
Signed: 
Street: 5702 Elinor Ave
City, State, Zip: Downers Grove, IL 60516
Phone: 630-981-7931

Owner Seeking Zoning Request:
Nick and Kara Rambke
2701 Elinor Avenue
Downers Grove, Illinois 60516
Kara_rambke@live.com

Notary Public:
JANNA L. HOCH
Office Seal
Notary Public - State of Illinois
My Commission Expires 02/25/2021

04-06-18
April 3, 2018

Dear:

We are your neighbors Nick and Kara Rambke living at 5701 Elinor Avenue, Downers Grove, Illinois 60516.

We are requesting a 33% administrative variation from DuPage County to allow us to build a house with a 20 foot side yard setback from College Road instead of a 30 foot side yard setback for primary structure on corner lot.

The zoning request is 33% or less of the DuPage County Zoning Code requirements. The 33% administrative variation is to the R-4 side yard 30 foot setback requirement for a primary residential structure on corner lot as stated in the DuPage County Zoning Code 37-704.04.

If my immediate neighbors approve of the proposed variation request.

As such, if you do not object to the 33% administrative variation please sign below:

1. James Williams & Shirley Williams
   residing at 2474 College Rd, Downers Grove, IL 60516

immediately adjacent to the subject property herein do not object to a 33% administrative variation to allow a house to be built with a 20 foot side yard setback instead of a 30 foot side yard setback for a primary residential structure on a corner lot.

Immediate Neighbor: Name: James F. Shirley Williams
Signed: James Shirley Williams
Street: 2474 College Rd
City, State, Zip: Downers Grove, Il 60516
Phone: 630-963-5723

Owner Seeking Zoning Request:
Nick and Kara Rambke
2701 Elinor Avenue
Downers Grove, Illinois 60516
Kara_rambke@live.com

Notary Public:

[Notary Public Signature]

10.C.a
Jed and Kathleen Ramsey

2394 College Road, Downers Grove, IL 60516

March 19, 2018

To whom it may concern:

We are writing this letter to inform you of our continued concerns regarding the amount of water that is present in our area both above ground and under. We have currently been living in our home for nearly 8 years and in that time we have gone through five sump pumps. This is simply due to the fact that with the two wells we have in our basement, both pumps are constantly pumping our water. The motors cannot keep up with the constant running and burn out. In addition, the ditch front of our house (that runs parallel to College Road) always has standing water in it. The water will be there even in the dry spells of summer when rain is scarce.

We also empathize with the Rambke family. Their property is down elevation from us. So when rain occurs, the ground that seems to be permanently saturated forces their property to flood. If there home could be moved to a higher spot within their property, this would alleviate significant concerns that would come about with flooding.

Sincerely,

Mr. Jed Ramsey

Mrs. Kathleen Ramsey

[Notary seal]

Joanna L.Koch
Notary Public - State of Illinois
My Commission Expires Jan 23, 2021

4-4-18
WHEREAS, a public hearing was held on May 10, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and 

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house, on the property hereinafter described:

THE NORTH 100 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF LOT 42 IN THE FIRST ADDITION TO BELMONT PARK, BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 1922 AS DOCUMENT 161104, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 10, 2018 does find as follows:

FINDINGS OF FACT:
1. That petitioner testified that they purchased the subject property with an existing home on same in 2009. Since the time of purchase petitioners have had serious flooding issues with their existing home; to wit:

- October 2009 – home purchased by the Rambke’s, the current owners
- February 2010 – Rambke’s cited by the DuPage Co. Health Department that septic was failing
- June 2010 – First flood caused by septic failure and storm water
- July/August 2010 – Tied into city sewer, installed ejector pit and pump system, rehabbed lower level
- 2010-2013 – various occasions where external sump pumps were used to keep water from entering the home (2-3 per year)
- April 2013 – Second major flood; four external sump pumps were running to keep water out but this failed; opened flood insurance claim
- August 2014 – After meetings with the county and ESI survey/study, the county worked with Lisle Township to install a box culvert and re-grade our ditches to improve water flow around the property; this enraged our neighbors to the south and we have not been friendly since
- July 2016 – Third flood; this flood destroyed only one room (the addition) and we did not claim in on our flood insurance. We did not rehab this room and it is now storage. We discovered shortly after this flood that our neighbor had re-graded his property while we were on vacation, essentially creating a barrow between the property lines; they were cited by the county and removed the dirt later that fall
- October 2017 – Fourth flood; opened flood insurance claim and began meeting with the county again
- February 2018 – Fifth flood; damage was minimal so we are not filling an insurance claim
2. In addition, Petitioner has provided the following information relative to additional actions taken by themselves and others in attempts to alleviate flooding of the home to no avail; to wit:

   In October of 2009, we purchased the home at 5701 Elinor Ave. Downers Grove, IL, 60516. The previous homeowners disclosed one prior flood during what they said was a 100 year storm event. We purchased the home to enable us to live with my disabled father, and mother who is his caregiver following an accident in 2006. The downstairs has a walk out basement to provide him with wheelchair access with two separate bedroom areas; this is an incredibly difficult type of home to find – options are few and far between.

   During the first month that we lived at this property, we had heard that it was one of the rainiest October’s on record, and that was evident by the amount of pooling water in our back yard, which we had not anticipated. We also noticed a sewer/septic smell in and out of the house. In February of 2010, we were cited by the DuPage County Health Department that our septic system had failed and that we needed to tie into the sewer.

   Plans were made to do this, however, it was also an incredibly rainy spring and we unfortunately flooded in a major way before any of the work could even begin in early June. We did not have flood insurance at this time. Flood mitigation, permits, and getting access to the city sewer cost us just under $50,000 and we had not even lived there a year. During the mitigation, my parents were displaced for 6 months as they were unable to live on the first floor.

   During this time, we had a great deal of difficulty with our insurance company. We were dropped by our insurance company and were forced to take on the Illinois State backed plan and paid $600 a month for homeowner’s insurance. Working through all of that, we discovered that the previous owners did not disclose that they had also flooded a second time while living at the property. We sued them and settled for a low amount (it didn’t even cover the cost of the permit to tie into the sewer) as we did not want to exhaust the time, effort and more money needed to take them to trial.

   The Health Department of DuPage County worked on a plan with a septic company, and we tied into the sewer, and also installed an elaborate ejector pit and pump system. Because of the heavy rains, it was clear that the septic system failing is not our only issue; our back yard is essentially a bowl, and all of the storm water from every direction is diverted to our property. The new system was not enough, however. Intermittently, we had to put 1-2 external sump pumps outside when water levels were high to help avoid flooding. In the beginning, I believe this happened at least 2-3 times per year, where it helped us prevent flooding.

   However, in April of 2013, we flooded again. We had four external pumps going during this storm because there was lots of warning. Two were large commercial grade pumps that we rented, and

   The box culvert, which was put in in August 2014 I believe, did effectively do its job in that the ditches drain much more quickly than in the past. Water used to stand for weeks after a major storm, which was causing a potential health risk during the summer because it attracted mosquitoes. However, the culvert is not regularly maintained and does have a lot of leaf/debris back-up that may prevent the flow of water. I have only seen Lisle Township clean it once in the years it has been there. Furthermore, the real issue is the drainage directly into our yard from the east and south, which DuPage county will not assist with as it is on private property.
3. That petitioner testified that they seek to remove the existing house that constantly floods and build a new house on slab, (i.e. no basement) and build the home north of the drainage and site specific floodplain on the south side of the property.

4. That petitioner testified that in order to build a new house they seek a variation in the corner side yard setback from 30 feet to approximately 20 feet to ensure that the house can be moved to a location completely clear of the site specific floodplain and to take advantage of the higher existing ground and grade of the property.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed variation in corner side yard will allow them to move the home further away from adjacent buildings on property to the south and east and allow for better attenuation of drainage on the south side of the property free and clear of any encumbrances and the existing home encumbrance which will be removed.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed new development will comply with all other codes of the county and as the home will be built on slab and flood proofed the home will exceed normal building and fire code requirements.

   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed development will alleviate an existing condition
which currently renders the home on the property less valuable and will replace same with a new home out of the site specific floodplain creating value for the property and neighborhood.

d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed development will substantially decrease and potentially eliminate altogether the existing level of flood damage to the buildings on the property and damage on the site as the old home will be removed in place a new home built on slab outside of the site specific flood plain and drainage way.

e. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the proposed development will eliminate the current need for public expanse to alleviate existing conditions as the new home will be located outside of the site specific flood plain and drainage area and no longer will the owners require flood insurance and thus eliminate any claims for flood damage.

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<th>GENERAL ZONING CASE INFORMATION</th>
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<tr>
<td><strong>CASE #/PETITIONER</strong></td>
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EXTERNAL:

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<td>0-5 DU AC</td>
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<td>House</td>
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<td>South</td>
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<td>R-4 SF</td>
<td>House with Detached Garage</td>
<td>0-5 DU AC</td>
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<td>Elinor Avenue and beyond R-4 SF</td>
<td>House</td>
<td>0-5 DU AC</td>
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WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on May 10, 2018 recommends to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Ramble dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

WHEREAS, the County Board Development Committee on May 15, 2018, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

A Variation to allow reduction in the corner side yard setback from 30’ to approximately 20’ for a new house, on the property hereinafter described as:

THE NORTH 100 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF LOT 42 IN THE FIRST ADDITION TO BELMONT PARK, BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDER DECEMBER 1, 1922 AS DOCUMENT 161104, IN DUPAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition # Z18-018 Rambke dated May 10, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing a partial landscape screen around the north side of the house.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; NICK & KARA RAMBKE 5701 ELINOR AVENUE, DOWNERS GROVE, IL 60516; and Township Assessor, Lisle Township, 4721 Indiana Avenue, Lisle, IL 60532.

Enacted and approved this 22nd day of June 2018, A.D.

______________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _______________________
PAUL HINDS, COUNTY CLERK
WHEREAS, the County of DuPage, ("COUNTY"), is a municipal corporation created and existing under the laws of the State of Illinois; and

WHEREAS, COUNTY has applied for Community Development Block Grant Funds and HOME Investment Partnerships Act Funds from the United States Department of Housing and Urban Development ("HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) and by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub.L. 101-625) (hereinafter referred to collectively as "ACTS"); and

WHEREAS, COUNTY, as part of its application to HUD, has created a Housing Development Fund Program (hereinafter referred to as "HDF") which is used to maintain and expand housing opportunities for low and moderate-income households (hereinafter referred to as "HDF FUNDS"); and

WHEREAS, the County approved this project on February 13, 2001, as part of the 2001 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program with Resolution CDC-001-01; and

WHEREAS, West Chicago Senior Apartments Limited Partnership, an Illinois limited partnership ("SPONSOR"), submitted an application requesting HDF funds for the purpose of acquiring land and installing infrastructure to support the construction of a 97-unit apartment building to provide affordable rental housing to seniors "Project"; and

WHEREAS, the application submitted by SPONSOR met all requirements and SPONSOR was awarded HDF FUNDS for Project CD01-28d and entered an agreement for the HDF FUNDS adopted by Resolution CDC-0050-01 on October 23, 2001; and

WHEREAS, A project modification two was approved on January 22nd, 2002 to clarify certain provisions of the Agreement and approved by resolution CDC-004-02; and
Resolution
HHS-R-0184-18

WHEREAS, A project modification three was approved on January 13th, 2003 to approve a time extension extending the agreement until July 22, 2003; and

WHEREAS, A project modification four was approved on August 9th, 2005 to vacate and terminate certain easements upon and adjacent to the Project and create a new Reciprocal Easement Agreement for the Project and approved by resolution CD-016-05; and

WHEREAS, A fifth project modification was approved on May 24th, 2011 to allow the temporary rental of units within this property and approved by resolution CD-010-11

WHEREAS, the attached sixth Modification to Community Development Commission Agreement CD01-28d ("Modification to Agreement"), together with the Agreement, shall control the relationship between COUNTY and SPONSOR with regard to the policies and regulations protecting and coterminous to said grant required by HUD; and

NOW THEREFORE BE IT RESOLVED, by the DuPage County Board that the County, through the DuPage Community Development Commission, is hereby authorized to enter into the Modification to Agreement with SPONSOR for the purpose of reducing the monitoring burden and affordability period from 20 to 5 years; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD01-28d so long as such amendments further the completion of project CD01-28d and are in accordance with regulations applicable to the Community Development Block Grant program and in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to West Chicago Senior Apartments Limited Partnership, Attn: Albert Milstein, 35 W. Wacker Dr., Suite 4200, Chicago, IL 60601 and Community Development Commission.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.
Resolution
HHS-R-0184-18

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
To: Gregory Hart, Chairman and Committee Members
   Health and Human Services Committee
From: Mary A. Keating, Director
   Department of Community Services
Date: May 7, 2018
Subject: CD01-28D – West Chicago Senior Apartments – Approval of a Sixth Modification to Adjust Long Term Monitoring Requirements of the Project

Background: This item was approved by the Home Advisory Group on April 3, 2018.

West Chicago Senior Apartments is a 97-unit apartment community located in West Chicago, Illinois. The project was completed in 2001 and 100% units are one-bedroom apartments rented to eligible seniors. The project was funded with Community Development Block Grant (CDBG) in the amount of $895,000 and regulations require a minimum 5-year compliance period. The agreement placed additional long-term monitoring requirements of 20 years and some rules and regulations of the HOME Program to be used in monitoring the project. In addition to monitoring by the Community Development Commission, the Illinois Housing and Development Authority (IHDA) has a required long-term monitoring commitment to preserve affordability for 35 years by conducting on site reviews every second year and physical inspections every third year. This monitoring requirement is more stringent and a full 15 years longer than the monitoring required in the current agreement between DuPage County and West Chicago Senior Apartments. The CDC can reduce liability to DuPage County by modifying the agreement to eliminate further monitoring and also reduce duplicative monitoring that is not a requirement of the CDBG program. West Chicago Senior Apartments currently repays $8,950 of the loan on an annual basis with a balloon payment of $932,630.66 scheduled on October 23, 2042.

Recommendation: Staff recommends approval of a sixth modification to project CD01-28D to eliminate long-term monitoring and restore the monitoring requirements of the CDBG program and release the Land Use Restriction Agreement (LURA) against the property.

Additionally, that the Director of Community Services be authorized to sign any necessary documents. If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
MODIFICATION SIX TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CD01-28D

THIS MODIFICATION TO AGREEMENT is entered into this 22nd day of May 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and West Chicago Senior Apartments, Inc., a Limited Partnership, having a principle place of business at 35 W. Wacker Drive Chicago, IL 60601, (hereinafter called “SPONSOR”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD01-28D, which was adopted by Resolution CDC-050-01 on October 23rd, 2001, to provide DEVELOPER with Community Development Block Grant funds or “CDBG” funding in the amount of $895,000 for the purpose of acquisition and demolition expenses of existing buildings to construct ninety-eight (97) rental units at the property of 199 W North Ave, West Chicago, IL 60185; each unit to be leased to an eligible household at a rent not to exceed the rent guidelines established by the Illinois Housing Development Authority (IHDA) (the “PROJECT”) (hereinafter, together with this modification, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section II of the Agreement:

Section II is hereby amended to state the following:

Section B (3), (4), and (5) are hereby deleted and replaced with the following:

(3) – Said HDF assisted units shall comply with the current maximum allowable rent established by the Illinois Housing Development Authority (IHDA).

(4) - The PROJECT shall remain affordable for a period of 5 years in accordance with Community Development Block Grant regulations (hereinafter called "Affordability Period") beginning when all necessary title transfer requirements and construction work have been performed; the final draw down has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD.

(5) - COUNTY and SPONSOR have agreed the Affordability Period will remain in effect for a full 5 years.

Section E is hereby deleted and replaced with the following:

SPONSOR shall keep a file on each renter containing information as required by the Illinois Housing Development Authority (IHDA).
Section III D is hereby deleted in its entirety.

BORROWER shall consent to the filing and recording of deed restrictions and covenants running with the land, prepared in a form approved by the COUNTY, that are necessary for securing the Affordability Period specified in Section 11-b of this Agreement and in accordance with 24 CFR Part 92.252 (e).

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the State of Illinois

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

Date: _____________________________________

Attest: _____________________________________
Paul Hinds
County Clerk

SPONSOR: Albert Milistein, Winston, and Strawn
35 W. Wacker Drive
Chicago, IL 60601

BY: _____________________________________
Signature
Printed Name: ____________________________
Title: _________________________________
DATE: __________________________________

ATTEST: _____________________________________
Signature
Printed Name: ____________________________
Title: _________________________________
Resolution

HHS-R-0185-18

IN SUPPORT OF AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND ILLINOIS STATE UNIVERSITY FOR THE ESTABLISHMENT OF A LEARNING SITE

WHEREAS, DuPage County has established and maintains the DuPage Care Center, a skilled nursing facility that serves the long-term needs of DuPage County residents who suffer from debilitating illness and injuries, and also provides for short-term rehabilitation care; and

WHEREAS, Illinois State University offers internship opportunities to students studying in the School of Kinesiology and Recreation Therapy to provide diverse and complex learning opportunities for student interns; and

WHEREAS, Illinois State University and DuPage County acknowledge a public responsibility to contribute to education in health careers for the benefit of students and for the community; and

WHEREAS, Illinois State University has established programs in Recreation Therapy careers which require the use of care and educational facilities for practical experience; and

WHEREAS, the DuPage Care Center has clinical facilities suitable for the education of Kinesiology and Recreation Therapy students; and

WHEREAS, it is in the mutual benefit of DuPage County and Illinois State University that students have opportunities for practical experience.

NOW THEREFORE, BE IT RESOLVED, that the DuPage County Board has approved the attached Agreement between the County of DuPage and Illinois State University for the Establishment of a Learning Site at the DuPage Care Center.

BE IT FURTHER RESOLVED the County Clerk be directed to transmit a certified copy of this resolution and agreement to the DuPage Care Center.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ILLOINOIS STATE UNIVERSITY
INTERNERSHIP AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into this 1st day of May 2018, by and between COUNTY OF DUPAGE, Illinois, a body corporate and politic, acting by and through its DUPAGE CARE CENTER located in Wheaton, Illinois (“the Facility”) and the Board Of Trustees of Illinois State University, School of Kinesiology and Recreation, hereinafter ("the School").

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Insurance.

   A. Student professional and general liability insurance.

   (i) Other Colleges and Universities

   School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

   (ii) State Colleges and Universities located in Illinois

   If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational
experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

B. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

C. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning
and clinical educational experience. It is the School’s responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility’s policy.

6. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

   (a) Follow the administrative policies, standards, and practices of the Facility.

   (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.

   (c) Provide his/her own transportation and living arrangements.

   (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

   (e) Conform to the standards and practices established by the School while functioning at the Facility.

   (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.

   (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

7. **Accreditation.** As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

**B. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School’s request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.
2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student’s responsibility to bear the cost of the emergency treatment.

5. **Designation of liaison to School; communications relating to practical learning and clinical educational experiences.** The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School’s designated liaison person to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. ** Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility’s administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School’s students who train at the Facility pursuant to this agreement.
C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility’s policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

2. **Determination of instructional period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. **Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students’ clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

5. **Removal of students.**

   (a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

   (b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility’s premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School...
in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for one year commencing with the day and year above written as the effective date. The term hereof shall be continued for additional terms of one year each unless either party to this agreement shall notify the other in writing of its intention not to renew this Agreement, provided that such notice shall be given at least thirty (30) calendar days prior to the anniversary of the Agreement (or of any renewal term thereof). Either party may terminate this Agreement at any time, with or without cause, upon at least a thirty (30) calendar days written notice to the other party of its intention to terminate, provided that the students shall be permitted to complete internships that began prior to the termination agreement.

E. ADDITIONAL TERMS:

1. Stipulations as to liability. Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

2. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

3. Assignment of Agreement. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

4. Excluded Providers. Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

5. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

6. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military
service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

7. **Employment status.** No student, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student, School employee or agent be entitled to any fringe benefits, Worker’s Compensation, disability benefits or other rights normally afforded to employees of the Facility.

8. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

   If to the Facility:
   
   DuPage Care Center  
   400 North County Farm Road  
   Wheaton, IL 60187  
   Attention: Janelle Chadwick, Administrator  
   Email: Janelle.Chadwick@dupageco.org  
   Telephone: (630)784-4201

   With a Copy to Facility Legal Counsel at:
   
   DuPage County Assistant State’s Attorney  
   503 North County Farm Road  
   Wheaton, IL 60187  
   Attention: Patrick Collins

   If to the School:
   
   Illinois State University  
   Campus Box 5120  
   Normal, IL 61790  
   Attention: Lindsey Nicholson  
   Professional Practice Coordinator  
   Telephone: 309-438-5972

   With a Copy to:
   
   The School Legal Counsel at:
   
   ______________________________________  
   ______________________________________  
   ______________________________________  
   Attention: ___________________________  
   Facsimile: (___) ____________________

   or to such other addresses as the parties may specify in writing from time to time.
9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:  
**DuPage Care Center**

Facility Name

---

Printed Name: Daniel J. Cronin  
Title: DuPage County Board Chairman

Date: ______________________________

---

Printed Name: Janelle Chadwick  
Title: Administrator

---

**Board of Trustees for Illinois State University**

School Name

---

Printed Name: Dr. Jan M. Murphy  
Title: Vice President & Provost

Date: ______________________________
EXHIBIT A

NAME/LOCATION OF FACILITY SITES

DuPage Care Center, Wheaton, IL
EXHIBIT B

NAMES OF PROGRAMS

Recreation Therapy
Other Action Item

17-18-564

| Request Date: 5/2/2018 | Account Code: 5000-1440 |

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the summer meetings of the National Association for County Community and Economic Development (NACCED) Community Development Block Grant funded.

**Destination:** Davidson County, TN

| Date of Departure: 7/11/2018 | Date of Return Arrival: 7/14/2018 |

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

---

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

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Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-565

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<th>Request Date: 2-May-18</th>
<th>Account Code: 5000-1440</th>
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Purpose of Trip: (explain fully the necessity of making the trip)
The purpose of this trip is to attend the NACCED summer meetings in conjunction with the National Association of Counties (NACo) on key topics facing the CDBG, HOME, ESG, and CDBG-DR grants. Topics to be discussed include urban development, various technical and educational training, followed by attendance in the NACo Steering Committee Meetings.

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<th>Destination: Davidson, TN</th>
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<th>Date of Departure: 7/11/2018</th>
<th>Date of Return Arrival: 7/14/2018</th>
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(Please include a detailed explanation if different from official business dates)
The conference schedule and travel dates coincide.

Full ACCOUNT CODE - 5000-1440-53510 and 53610

Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-566

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<th>Request Date: 5/8/2018</th>
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Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Illinois Department on Aging Symposium. Seniors general grant funded.

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<th>Destination: Peoria, IL</th>
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<th>Date of Departure: 6/11/2018</th>
<th>Date of Return Arrival: 6/14/2018</th>
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(Please include a detailed explanation if different from official business dates)
Four staff to attend using one County vehicle

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

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<th>Description</th>
<th>Amount</th>
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Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
AUTHORIZING THE EXECUTION OF A
MUTUAL AID AGREEMENT WITH THE ILLINOIS CORONERS
AND MEDICAL EXAMINERS ASSOCIATION

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the “Intergovernmental Cooperation Act,” 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the DuPage County Coroner wishes to prepare for potential emergencies which may require that they provide aid and assistance to other county coroner’s or that the DuPage County Coroner may request aid and assistance from other county coroner’s; and

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroner’s of this state by and through the Illinois Coroners and Medical Examiners Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of DuPage County Illinois, that the County Board Chairman and the County Coroner be authorized to enter into this intergovernmental agreement that authorizes DuPage County Coroner’s participation in the Illinois Coroners and Medical Examiners mutual aid agreement effective upon the approval of this resolution.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ILLINOIS CORONERS & MEDICAL EXAMINERS ASSOCIATION

Mutual Aid Agreement

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form mutual aid alliances and pacts through the Illinois Coroners and Medical Examiners Association to provide for the coordination of planning, development of model procedures and guidelines, training, assets and resources, personnel augmentation and other necessary functions to further the provision of protection of life and property and provide for fatality management during an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Coroners and Medical Examiners Association, and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or personnel of a county coroner or medical examiner. Each coroner or medical examiner who signs a copy of this Agreement has and does express its intent to aid and assist the other participating coroners or medical examiners during an emergency by assigning some of their resources, equipment and/or personnel to the affected coroner/medical examiner as circumstances permit and in
accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation, identification, and disposition of fatalities during such an emergency, and promote the general health and welfare of the populace by enabling other coroners and medical examiners to provide additional resources, equipment and/or personnel as needed.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Illinois Coroners and Medical Examiners Mutual Aid System" hereinafter referred to as "IC&MEMAS": A definite and prearranged plan whereby response and assistance is provided to an Affected/Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IC&MEMAS Member Units and amended from time to time;

B. "Member Unit": A unit of local government whose duties expressed by a matter of law or ordinance provide for the investigation of death occurring under violent, unusual or suspicious circumstances, and generally referred to as a coroner, medical examiner, or sheriff-coroner or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IC&MEMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IC&MEMAS;

C. Affected/Stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency (IEMA) or through the Illinois Coroners and Medical Examiners Association under the IC&MEMAS plan,

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an Affected/Stricken Unit;

E. "Emergency/Disaster": An occurrence or condition in a Member Unit’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected/Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid:

F. "Illinois Coroners and Medical Examiners Association Regions": the geographically associated Member Units of unit of which have been grouped for operational efficiency and representation of those Member Units;

G. "Training": the regular scheduled practice of emergency procedures during non-emergency drills/exercises/ and classroom education to implement the necessary joint operations of IC&MEMAS
SECTION THREE

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken coroner/medical examiner with such personnel, equipment, facilities, or services as is, in the opinion of the aiding coroner/medical examiner, available for deployment. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate service of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken coroner/medical examiner, to request assistance from an aiding coroner/medical examiner, he is hereby authorized to do so, under the terms of this mutual aid agreement.

The senior officer present of the aiding coroner/medical examiner is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken coroner/medical examiner.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken coroner/medical examiner.

At the emergency site, the most senior officer of the stricken coroner/medical examiner who is present shall assume full responsibility and authority for coroner/medical examiner operations at the scene. Uniform incident command and incident management structures shall be put in place. Coroner and medical examiner personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without charge to the coroner/medical examiner rendering aid; however any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.
Each participating coroner/medical examiner shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The Illinois Coroners and Medical Examiners Association, through its Executive Board and committee structure will establish and maintain an operational plan and guidelines for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

SECTION FOUR

Adoption

This mutual aid agreement shall be in full force and effect when approved and executed by a representative of a participating coroner or medical examiner who has the legal authority to sign and enter into this Agreement on behalf of that coroner or medical examiner office.

SECTION FIVE

Termination

Any participating coroner/medical examiner may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.
SECTION 6

Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Coroners and Medical Examiners Association (ICMEA), has been adopted and approved, if necessary, by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

DuPage County Coroners

Political Entity or Agency

Coroner/Medical Examiner/Agency Head

Chairman, President or other Chief Executive Officer (if applicable)

Title

Date 11/2/17

Attest:

For Illinois Coroners & Medical Examiners Assoc.

Title

Date

Attachment: Mutual Aid Agreement (JPS-R-0186-18 : Mutual Aid Agreement-Coroner & Medical Examiners Association)
AWARDING RESOLUTION TO ROESCH FORD
FOR THE PURCHASE OF ONE (1) 2018 FORD
EXPLORER 4X4 SUV FOR OHSEM
(CONTRACT TOTAL AMOUNT OF $28,113.00)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with the Suburban Purchasing Cooperative Contract (#160); and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a Contract Purchase order to Roesch Ford, for the purchase of one (1) 2018 Ford Explorer 4X4 SUV for DuPage County’s Office of Homeland Security and Emergency Management.

NOW, THEREFORE, BE IT RESOLVED, that County Contract covering said, , for the purchase of one (1) 2018 Ford Explorer 4X4 SUV DuPage County’s Office of Homeland Security and Emergency Management, be, and it is hereby approved for issuance of a Contract Purchase Order by Procurement Division to Roesch Ford, 333 W. Grand Ave., Bensenville, IL 60106 for a contract total amount not to exceed $28,113.00.

Enacted and approved this 22nd 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>JUDICIAL/PUBLIC SAFETY COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 25, 2018</td>
<td>$28,113</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- Bernadette Mason  Completed  04/25/2018 11:54 AM
- Murray Snow  Completed  04/30/2018 11:19 AM
- Kathy Ostrowski  Completed  05/01/2018 9:50 AM
- Jennifer A. Sinn  Completed  05/01/2018 10:39 AM
- James McGuire  Completed  05/03/2018 9:30 AM
- Paul Rafac  Completed  05/07/2018 7:38 AM
- Tom Cuculich  Completed  05/09/2018 8:43 AM
- Kathy Ostrowski  Completed  05/09/2018 9:06 AM
- Judicial/Public Safety Committee  Completed  05/15/2018 8:15 AM
- Finance Committee  Pending  05/22/2018 8:00 AM
- County Board  Pending  05/22/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: BCR Automotive Group, LLC dba Roesch Ford</th>
<th>Vendor #: 13282</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Brian Kilduff</td>
<td>Email: <a href="mailto:brian.kilduff@roeschtrucks.com">brian.kilduff@roeschtrucks.com</a></td>
</tr>
<tr>
<td>Address: 333 W. Grand Ave.</td>
<td></td>
</tr>
<tr>
<td>City: Bensenville</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-279-6000 Ext 2245</td>
<td>Fax: 630-451-3509</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Office of Homeland Security &amp; Emergency Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
<td>Fax: 630-407-6901</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: D.O.T. Fleet Maintenance</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joe Bechtold</td>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6931</td>
<td>Fax: 630-407-6962</td>
</tr>
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</table>

**Ship To:**

<table>
<thead>
<tr>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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</thead>
<tbody>
<tr>
<td>FY2018</td>
<td>Kathleen Curcio</td>
</tr>
</tbody>
</table>

**PO 20 Delivery Date**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
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<tbody>
<tr>
<td>PO 25 only</td>
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</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Start Date</th>
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</thead>
<tbody>
<tr>
<td>PO 25 only</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO 25 only</td>
<td></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>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>2018 Ford Explorer 4x4</td>
<td></td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54120</td>
<td>1900</td>
<td>28,113.00</td>
<td>28,113.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 28,113.00

**Header Comments**

*FY2018 Vehicle Purchase for the DPC Office of Homeland Security & Emergency Management, with EM-1 - 2003 Ford Expedition - being traded in. Please contact Joe Bechtold 48 hours prior to delivery. He is reachable at 630-407-6931*

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

*Per Suburban Purchasing Cooperative Contract #160. Ford Fleet #QB382*

**User Department Internal Notes**

*these comments will NOT appear on the Purchase Order:
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCR Automotive Group, LLC dba Roesch Ford</td>
<td>13282</td>
<td>FY2018</td>
<td>$28,113.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Contact:</th>
<th>Phone:</th>
<th>Assigned Committee:</th>
</tr>
</thead>
</table>

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

**Reason for Procurement**
The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. Replacing EM-1.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 18-1000-1160-54120-1900
- Budget Transfer (Date) __________ Add'l Information __________

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

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS525)
  - Per Coop (DPC4-107) select one below
    - NWMC Northwest Municipal Conference/SPC # __________
- 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>kbc</td>
<td>Apr 24, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/25/18</td>
<td></td>
<td></td>
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</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>5-2-18</td>
<td></td>
<td>5-3-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
<td>5-7-18</td>
</tr>
</tbody>
</table>

---

Attachment: Roesch Ford - Checklist OHEM Ford Explorer (JPS-P-0158-18 : Roesch Ford-OHSEM)
## 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: OHSEM/DOT</th>
<th>Department Contact: Murray Snow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Murray.snow@dupageco.org">Murray.snow@dupageco.org</a></td>
<td>Contact Phone: 407-2909</td>
</tr>
<tr>
<td>Vendor Name: BCR Automotive Group, LLC dba Roesch Ford</td>
<td>Vendor #: 13282</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.

Recommendation for the approval for the purchase of (1) Ford Explorer to be used by the Office of Homeland Security & Emergency Management through the Suburban Purchasing Cooperative Contract # 160 in the amount of $28,113.00

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

The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. EM-1 (2003 Ford Expedition) meets policy requirements.

### 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.

OHSEM will use this vehicle to respond to calls for assistance from communities in DuPage County and for administrative purposes attending meetings, training, or exercises around the county and surrounding area.

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

The Procurement department investigated pricing from multiple sources including other cooperative purchasing agreements, with the SPC Contract #160 being the lowest responsible bid for the new Ford Explorer.

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

Staff recommends securing a contract to purchase the Ford Explorer through the SPC Contract #160. Recommended due to this price being the lowest over all other sources.

### 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.

$28,113.00 will be expensed from line 1000-1160-54120-1900 for this FY2018 purchase.
**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY MANAGEMENT OF ROESCH FORD**

If an used motor vehicle sold to Purchaser by Dealer under this Order is not in the time of delivery by Dealer, without any warranty or warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, or because of any other reason except as otherwise specifically provided in writing on the face of this order, the separate writing referred to Purchase by Dealer.

**Signature of Customer:**

---

**TRADE-IN VEHICLE:** $1200.00

**2003 EXPEDITION VIN NO. 1FMPU16L03L933446**

---

**VEHICLE PAYOFF INFORMATION**

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>TOTAL CASH SALES PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,270.00</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF USED TRUCK TRADE-IN**

- **MODEL:** 2003 EXPEDITION
- **MILES:** 9,334
- **FORD:** 4.6
- **VIN:** 1FMPU16L03L933446

**TOTAL CASH DELIVERED PRICE:** $26,113.00

---

**1)** This agreement is subject to the additional terms and conditions in the back of this order.

**2)** Only agreement, except as otherwise stated, will be honored. Read this order on back.

**3)** Select the option selected for the state due to effect a timely delivery.

---

**Packet Pg. 419**
| Please enter the following: |                  |
|---------------------------|--|----------------|----------------|----------------|----------------|----------------|
| Agency Name & Address     | DuPage County             |
|                           | 421 N. County Farm Rd.    |
|                           | Wheaton, IL 60187         |
| Contact Name              | Joe Bechtold              |
| Phone Number              | 630-407-6931              |
| Purchase Order Number     | $28,113.00                |
| Total Dollar Amount       | 1                         |
| Total Number of Units     | E9997-4551-07             |
| Tax Exempt Number         | 180 N. County Farm Rd.    |
| Delivery Address          | Wheaton, IL 60187         |

Please Submit P.O. & Tax Exempt Letter with Vehicle Order:

Roesch Ford Commercial Truck Center
333 W. Grand Ave.
Bensenville, IL 60106
Phone: (630)279-6000
Fax: (630)451-3509
Contact: Brian Kilduff
briankilduff@roeschtrucks.com
Fred Seng_fredseng@roeschtrucks.com
Patti Ferrarini_pattiferrarini@roeschtrucks.com

If We Have Missed An Option, Please Contact Our Office.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Signature ON FILE

Brian Killuff

Municipal/Street Accounts Manager

April 9, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
AWARDING RESOLUTION TO CURRIE MOTORS, FOR THE PURCHASE OF ONE 2018 POLICE FORD INTERCEPTOR FOR DU PAGE SECURITY (CONTRACT TOTAL AMOUNT OF $28,204.00)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with the Suburban Purchasing Cooperative Contract (#152); and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a Contract Purchase order to Currie Motors Frankfort Inc., for the purchase of one (1) 2018 Police Ford Interceptor for DuPage County Security.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for the purchase of one (1) 2018 Police Ford Interceptor for DuPage Security, be, and it is hereby approved for issuance of a Contract Purchase Order by Procurement Division to Currie Motors Frankfort Inc., 9423 W. Lincoln Hwy., Frankfort, IL 60423 for a contract total amount not to exceed $28,204.00.

Enacted and approved this 22nd 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.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 25, 2018</td>
<td>$28,204.00</td>
<td></td>
<td>JUDICIAL/PUBLIC SAFETY COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- **Bernadette Mason**  
  Completed  04/25/2018 11:54 AM
- **Keith Briggs**  
  Completed  04/30/2018 11:14 AM
- **Kathy Ostrowski**  
  Completed  05/01/2018 8:14 AM
- **Jennifer A. Sinn**  
  Completed  05/01/2018 10:39 AM
- **James McGuire**  
  Completed  05/03/2018 9:26 AM
- **Paul Rafac**  
  Completed  05/07/2018 7:33 AM
- **Tom Cuculich**  
  Completed  05/09/2018 8:43 AM
- **Kathy Ostrowski**  
  Completed  05/09/2018 8:59 AM
- **Judicial/Public Safety Committee**  
  Completed  05/15/2018 8:15 AM
- **Finance Committee**  
  Pending  05/22/2018 8:00 AM
- **County Board**  
  Pending  05/22/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Currie Motors Frankfort Inc.</th>
<th>Vendor #: 12434</th>
<th>Dept: Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Thomas Sullivan</td>
<td>Email: <a href="mailto:thomasfsullivan@msn.com">thomasfsullivan@msn.com</a></td>
<td>Attn:</td>
</tr>
<tr>
<td>Address: 9423 W. Lincoln Hwy</td>
<td>City: Frankfort</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 815-464-9200</td>
<td>Fax: 815-464-7500</td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Security</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
<td>Fax: 630-407-6901</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: D.O.T. Fleet Maintenance</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joe Bechtold</td>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6931</td>
<td>Fax: 630-407-6962</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>PO25 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for Contract Administrator</td>
</tr>
<tr>
<td>Contract Start Date</td>
</tr>
<tr>
<td>Contract End Date</td>
</tr>
<tr>
<td>Requisitioner: Kathleen Curcio</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>Destination</th>
</tr>
</thead>
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<tr>
<td>PO 20 Delivery Date</td>
<td></td>
</tr>
<tr>
<td>FY2018</td>
<td></td>
</tr>
</tbody>
</table>

**Use for PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>2018 Police Ford Interceptor</td>
<td>2018 Police Ford Interceptor</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54120</td>
<td>1130</td>
<td>28,204.00</td>
<td>28,204.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $28,204.00

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

FY2018 Vehicle Purchase for the DPC Security, with CS-2 - 2010 Ford Explorer - being traded in. 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):**

Per Suburban Purchasing Cooperative Contract #152. Ford Fleet #QB382

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Currie Motors Frankfort Inc.</th>
<th>Vendor #: 12434</th>
<th>Contract Term: FY2018</th>
<th>Contract Total: $28,204.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Security</td>
<td>Contact: Keith Briggs</td>
<td>Phone: 407-5225</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Furnish and deliver (1) 2018 Police Ford Interceptor for the DPC Security.

**Reason for Procurement**
The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. Replacing CS-2.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 18-1000-1160-54120-1130
- Budget Transfer (Date) ________

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ (attach 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)
- Per Coop (DPC4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 152

**EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (attach Evaluation Summary if applicable)

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IF Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>kbc</td>
<td>Apr 24, 2018</td>
<td></td>
<td>(4/25/18)</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>(5/2/18)</td>
<td>(5/3/18)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>(5/7/18)</td>
<td>(5/7/18)</td>
<td></td>
</tr>
</tbody>
</table>
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Security/DOT</th>
<th>Department Contact: Keith Briggs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Keith.Briggs@dupageco.org">Keith.Briggs@dupageco.org</a></td>
<td>Contact Phone: 407-5225</td>
</tr>
<tr>
<td>Vendor Name: Currie Motors Frankfort, Inc.</td>
<td>Vendor #: 12434</td>
</tr>
</tbody>
</table>

**Date:** Apr 24, 2018  
**MinuteTraq (IQM2) ID #:**  
**Department Requisition #:** 18-1500-060

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

Recommendation for the approval for the purchase of (1) Police Ford Interceptor to be used by Security through the Suburban Purchasing Cooperative Contract # 152 in the amount of $28,204.00

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

The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. CS-2 (2010 Ford Explorer) meets policy requirements.

**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.

The Security Division provides safety and security throughout the DuPage County Campus twenty-four (24) hours a day, seven (7) days a week. The vehicles are used to patrol and respond to various incidents that occur on the campus property.

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

The Procurement department investigated pricing from multiple sources including other cooperative purchasing agreements, with the SPC Contract #152 being the lowest responsible bid for the new Ford Interceptor.

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

Staff recommends securing a contract to purchase the Police Ford Interceptor through the SPC Contract #152. Recommended due to this price being the lowest over all other sources.

**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.

$28,204.00 will be expensed from line 1000-1160-54120-1130 for this FY2018 purchase.
2018 Ford Utility Police Interceptor AWD
Contract # 152

Currie Motors Fleet

“Nice People To Do Business With”

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF 06/08/2018
2018 Ford Utility Police Interceptor AWD
Contract # 152
$26,456.00

3.7 Ti-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over Sensor
Anti-Lock Brakes With Advanced Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45 Second Time out
Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate Control
Power Windows - 1 Touch Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:
Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Order Cutoff 06/08/2018
Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for: County Of Du Page

Prepared by: THOMAS SULLIVAN
Office: 708-479-1100

Date: 02/20/2018
Vehicle: 2018 Police Interceptor Utility Base AWD
Quote ID: dupageutil
Major Equipment
(Based on selected options, shown at right)
3.7L V-6 DOHC w/SMP 304hp
6 speed automatic w/OD

- 4-wheel ABS
- Traction control
- Advance Trac w/Roll Stability Control
- Tinted glass
- Daytime running
- Rear child safety looks
- Variable intermittent speed-sensitive wipers
- Dual front airbags
- Airbag occupancy sensor
- Tachometer
- Underseat ducts
- 60-40 folding rear split-bench
- Axle to end of frame: 46.5"

Exterior: Oxford White
Interior: Charcoal Black

- Brake assistance
- P 245/55R18 BSW AS W-rated tires
- Air conditioning
- AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder
- LED brake lights
- Dual power remote heated mirrors
- 18 x 8 steel wheels
- Driver and front passenger seat mounted side airbags
- Rear window defroster
- Message Center
- Reclining front bucket seats
- Audio control on steering wheel

Selected Options

<table>
<thead>
<tr>
<th>Standard Options</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD VEHICLE PRICE</td>
<td>$32,805.00</td>
</tr>
<tr>
<td>Order Code 500A</td>
<td>N/C</td>
</tr>
<tr>
<td>Engine: 3.7L V6 Ti-VCT FFV</td>
<td>Included</td>
</tr>
<tr>
<td>Transmission: 6-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>3.65 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>GVWR: 6,300 lbs</td>
<td>Included</td>
</tr>
<tr>
<td>Tires: P245/55R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
<tr>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
<tr>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td>Included</td>
</tr>
<tr>
<td>Oxford White</td>
<td>N/C</td>
</tr>
<tr>
<td>Charcoal Black</td>
<td>N/C</td>
</tr>
<tr>
<td>Daytime Running Lamps</td>
<td>$45.00</td>
</tr>
<tr>
<td>Driver Only LED Spot Lamp (Whelen)</td>
<td>$420.00</td>
</tr>
<tr>
<td>2nd Row Only Solar Tint Glass</td>
<td>$85.00</td>
</tr>
<tr>
<td>Rear View Camera</td>
<td>N/C</td>
</tr>
<tr>
<td>Electrochromic Rear View Mirror</td>
<td>Included</td>
</tr>
<tr>
<td>Heated Sideview Mirrors</td>
<td>$60.00</td>
</tr>
<tr>
<td>Remote Keyless Entry Key Fob w/o Key Pad</td>
<td>$340.00</td>
</tr>
</tbody>
</table>

Fuel Economy

<table>
<thead>
<tr>
<th>City</th>
<th>Hwy</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 mpg</td>
<td>21 mpg</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of DuPage
By: THOMAS SULLIVAN Date: 02/20/2018

<table>
<thead>
<tr>
<th>Feature</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reverse Sensing</td>
<td>$275.00</td>
</tr>
<tr>
<td>Cargo Storage Vault</td>
<td>$245.00</td>
</tr>
<tr>
<td>Noise Suppression Bonds (Ground Straps)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Police Engine Idle Feature</td>
<td>$260.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$34,635.00</strong></td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$945.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$35,580.00</strong></td>
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</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability of pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of Du Page
By: THOMAS SULLIVAN Date: 02/20/2018

## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Vehicle</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K8A</td>
<td>Base Vehicle Price (K8A)</td>
<td>$32,805.00</td>
</tr>
<tr>
<td><strong>Packages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500A</td>
<td>Order Code 500A</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: 3.7L V6 Ti-VCT FFV</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- Transmission: 6-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- 3.65 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- GVWR: 6,300 lbs</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- Tires: P245/55R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes center caps and full size spare</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes driver 8-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumber, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.)</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>- Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td></td>
<td></td>
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<tr>
<td>99R</td>
<td>Engine: 3.7L V6 Ti-VCT FFV</td>
<td>Included</td>
</tr>
<tr>
<td>44C</td>
<td>Transmission: 6-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>STDOAX</td>
<td>3.65 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 6,300 lbs</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Wheels &amp; Tires</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STDTR</td>
<td>Tires: P245/55R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes center caps and full size spare.</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Seats &amp; Seat Trim</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes driver 8-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumber, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.)</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Other Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>113WB</td>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
<td>Included</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  Date: 02/20/2018
## Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>942</td>
<td>Daytime Running Lamps</td>
<td>$45.00</td>
</tr>
<tr>
<td>51T</td>
<td>Driver Only LED Spot Lamp (Whelen)</td>
<td>$420.00</td>
</tr>
<tr>
<td>92R</td>
<td>2nd Row Only Solar Tint Glass</td>
<td>$85.00</td>
</tr>
<tr>
<td></td>
<td>Includes privacy glass on rear quarter and liftgate window.</td>
<td></td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Note: This option would replace the camera that comes standard in the 4'' center stack area. Camera can only be displayed in the 4'' center stack (standard) OR the rear view mirror (87R). Includes: Electrochromic Rear View Mirror. Video is displayed in rear view mirror.</td>
<td></td>
</tr>
<tr>
<td>549</td>
<td>Heated Sideview Mirrors</td>
<td>$60.00</td>
</tr>
<tr>
<td>47A</td>
<td>Police Engine Idle Feature</td>
<td>$260.00</td>
</tr>
<tr>
<td></td>
<td>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</td>
<td></td>
</tr>
<tr>
<td>55F</td>
<td>Remote Keyless Entry Key Fob w/o Key Pad</td>
<td>$340.00</td>
</tr>
<tr>
<td></td>
<td>Does not include PATS. Includes 4-key fobs. Key fobs are not foamed alike when ordered with Keyed-Alive.</td>
<td></td>
</tr>
<tr>
<td>76R</td>
<td>Reverse Sensing</td>
<td>$275.00</td>
</tr>
<tr>
<td>63V</td>
<td>Cargo Storage Vault</td>
<td>$245.00</td>
</tr>
<tr>
<td></td>
<td>Includes lockable door and compartment light.</td>
<td></td>
</tr>
<tr>
<td>60R</td>
<td>Noise Suppression Bonds (Ground Straps)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### Interior Colors
- 9W_01 Charcoal Black
- N/C

### Primary Colors
- YZ_02 Oxford White
- N/C

### Upfit Options
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES-01</td>
<td>Extended Warranty</td>
<td>$1,075.00</td>
</tr>
<tr>
<td></td>
<td>6 Year 100,000 Powertrain Care</td>
<td></td>
</tr>
<tr>
<td>P-01</td>
<td>Municipal Plates/Title-Shipped</td>
<td>$203.00</td>
</tr>
<tr>
<td>R-001</td>
<td>Rust Proofing and Sound Shield</td>
<td>$396.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL** $36,308.00

**Destination Charge** $945.00

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  
Date: 02/20/2018

Packet Pg. 433
Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td>$37,253.00</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  Date: 02/20/2018
## Warranty - Standard Equipment & Specs

### Warranty

<table>
<thead>
<tr>
<th></th>
<th>Distance</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>100000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60000 miles</td>
<td>60 months</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page
By: THOMAS SULLIVAN  Date: 02/20/2016
Pricing - Single Vehicle

Vehicle Pricing

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$32,805.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$1,673.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$945.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$37,253.00</strong></td>
</tr>
</tbody>
</table>

Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-001</td>
<td>Municipal Discount thru the NWMC Contract 152</td>
<td>-$7,249.00</td>
</tr>
<tr>
<td>t-001</td>
<td>Trade In*</td>
<td>-$1,800.00</td>
</tr>
</tbody>
</table>

**Total** $28,204.00

*2010 Ford Explorer XLT 1FMEU6DE7AUA07634

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page
By: THOMAS SULLIVAN Date: 02/20/2018
Please enter the following:

Title Information: DuPage County
421 N. County Farm Rd.
Wheaton, IL 60187

Contact Name: Joe Bechtold

Phone Number: 630-407-6931

Purchase Order Number: 

Fleet Identification Number: QB382

Tax Exempt Number: E9997-4551-07

Total Dollar Amount: $28,204.00

Total Number of Units: 1

Delivery Address: 180 N. County Farm Rd.
Wheaton, IL 60187

*Orders Require Signed Original Purchase Order and Tax Exempt Letter

Currie Motors Fleet
10125 W. Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com

*Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order
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: CURRIE MOTORS FRANKFORT  
Company Contact: THOMAS SULLIVAN
Contact Phone: (815) 464-9200  
Contact Email: CURRIEFLEET@GMAIL.COM

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

1. Every contractor, union, or vendor that seeks 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 contract of the contracting person, and political action committees with which the contracting person has made contributions.

\[ \square \) **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.

\[ \square \) **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 expiration of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for contract 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.org/CountyBoard/Policies

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

Authorized Signature: **SIGNATURE ON FILE**

Printed Name: THOMAS SULLIVAN
Title: CAM
Date: Jan 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of ____ (total number of pages)
AWARDING RESOLUTION ISSUED TO
JOHN P. MC TIGUE, ATTORNEY AT LAW
FOR SERVICES AS A HEARING OFFICER
TO MAKE RECOMMENDATIONS REGARDING
PATERNITY AND CHILD SUPPORT CASES
(CONTRACT TOTAL AMOUNT: $64,625.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract for a hearing officer to make recommendations regarding paternity and child support cases for the period July 1, 2018 through November 30, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Requisition covering said hearing officer to make recommendations regarding paternity and child support cases to the Court, for the period from July 1, 2018 through November 30, 2019, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract by the Procurement Division to John P. McTigue, Attorney at Law 20 Danada Sq. West Unit 277, Wheaton, IL 60189 for a contract total amount of, $64,625.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Enacted and approved this 22nd 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>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

Lisa Herpel  
Completed  05/10/2018 8:14 AM

Christopher Walton  
Completed  05/10/2018 8:35 AM

Bernadette Mason  
Completed  05/10/2018 8:36 AM

Kathy Ostrowski  
Completed  05/10/2018 9:16 AM

James McGuire  
Completed  05/10/2018 9:23 AM

Paul Rafac  
Completed  05/10/2018 10:27 AM

Tom Cuculich  
Completed  05/10/2018 1:27 PM

Kathy Ostrowski  
Completed  05/10/2018 2:35 PM

Judicial/Public Safety Committee  
Completed  05/15/2018 8:15 AM

Finance Committee  
Pending  05/22/2018 8:00 AM

County Board  
Pending  05/22/2018 10:00 AM
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: 18th Judicial Circuit Court</th>
<th>Department Contact: Lisa Herpel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Lisa.Herpel@18thjudicial.org">Lisa.Herpel@18thjudicial.org</a></td>
<td>Contact Phone: (630) 407-8901</td>
</tr>
<tr>
<td>Vendor Name: Law Office of John P. McTigue</td>
<td>Vendor #: 13827</td>
</tr>
</tbody>
</table>

Date: May 9, 2018
MinuteTraq (IQM2) ID #: 12682
Department Requisition #: _______________________

**Action Requested**

Approval of a contract with John P. McTigue to provide hearing officer services, regarding paternity and child support cases, to the 18th Judicial Circuit Court. Contract is: 1) based on a fixed half-day rate of $275 per session; 2) shall not exceed 78 sessions in FY 2018; 3) shall not exceed 157 sessions in FY 2019; and 4) contract cost shall not exceed $64,625.00 (SIXTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS), with no reimbursement for expenses.

**Summary Explanation/Background**

For decades, the Illinois Department of Healthcare and Family Services provided grant funding for this position. The department informed the 18th Judicial Circuit Court that grant funding would no longer be available (Program Year ends June 30, 2018). To ensure continuity and quality of services, County Board members desire to fund this position from July 1, 2018 through November 30, 2019. The hearing officer is responsible for approximately 650 new case filings per year.

**Strategic Impact**

1.2.3 - Provide connections between those in need and the resources to support them.

Providing professional determinations and recommendations, regarding paternity and child support cases, emphasizes the central role that safe and secure families have in DuPage County. This contract assists County efforts in providing services to residents that help maintain the quality of life that makes DuPage County a great place to live, work and raise a family.

**Source Selection/Vetting Information**

In consultation with the Finance Department, this action is a continuation of the prior service contract with the Law Office of John P. McTigue.

**Recommendations/Alternatives**

1) Approve the contract for the specified term (Recommended); or
2) Do not approve the contract and have the 18th Circuit Court manage the additional case load internally with no additional increases to appropriated salary or headcount totals; or
3) Do not approve the contract. Create a Request for Proposal (RFP) for hearing officer services and test market availability.

**Fiscal Impact/Cost Summary**

The Fiscal Year 2018 Impact is $21,450.00 which will come 1000-5900-53090. The Fiscal Year 2019 Impact is $43,175.00 which will be added, as a line item, to the 18th Judicial Circuit Court’s budget. Previously, grant funding came from account 5000-5970-53090 with an activity code of 2018-55009-K.
### Purchase Requisition

**Procurement Services Division**

**Date:** May 9, 2018

**MinuteTraq (IQM2) ID #:** 12682

**Department Req #:**

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Law Office of John P. McTigue</th>
<th>Vendor #: 13827</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John P. McTigue</td>
<td>Email: <a href="mailto:jpmctigue@comcast.net">jpmctigue@comcast.net</a></td>
</tr>
<tr>
<td>Address: 20 Danada Square West, Unit 277</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60189</td>
</tr>
<tr>
<td>Phone: (630) 606-0733</td>
<td>Fax: (630) 225-5179</td>
</tr>
</tbody>
</table>

### Send Invoices To:

| Dept: 18th Judicial Circuit Court |
| Division: |
| Attn: Accts Payable | Email: |
| Address: 505 N. County Farm Road | Room: 2015 |
| City: Wheaton | State: IL |
| Zip: 60187 | |
| Phone: 630-606-0733 | Fax: |

### Send Payments To:

| Dept: Same as Above |
| Division: |
| Attn: | Email: |
| Address: 20 Danada Square West, Unit 277 | Room: |
| City: Wheaton | State: IL |
| Zip: 60189 | |
| Phone: (630) 606-0733 | Fax: |

### Payment Terms

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Contract Start Date: Jul 1, 2018</td>
</tr>
<tr>
<td>PO25 only</td>
<td>Contract End Date: Nov 30, 2019</td>
</tr>
<tr>
<td>Use for</td>
<td>F.O.B.</td>
</tr>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>PO 20 Delivery Date</td>
</tr>
<tr>
<td>Destination</td>
<td>Requisitioner</td>
</tr>
</tbody>
</table>

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

| 1 | 1 | EA | Hearing Officer Services | 1000 | 5900 | 53090 | 64,625.00 | 64,625 |

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

Hearing officer services regarding paternity and child support cases to the 18th Judicial Circuit Court.

**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):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** John P. McTigue, Attorney at Law  
**Vendor #:** 13827

**Contract**  
**Term:** July 1, 2018 - November 30, 2019  
**Total:** $64,625.00

**Dept:** 18th Judicial Circuit Court  
**Contact:** Lisa Herpel  
**Phone:** (630) 407-8901

**Assign Committee:** Judicial Public Safety

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

John P. McTigue will provide hearing officer services, regarding paternity and child support cases, to the 18th Judicial Circuit Court. Contract is: 1) based on a fixed half-day rate of $275 per session; 2) shall not exceed 78 sessions in FY 2018; 3) shall not exceed 157 sessions in FY 2019; and 4) contract cost shall not exceed $64,625.00 (SIXTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS), with no reimbursement for expenses.

**Reason for Procurement:**

The Illinois Department of Healthcare and Family Services informed the 18th Judicial Circuit Court that grant funding, for child support and paternity cases, would no longer be available (Program Year ends June 30, 2018). To ensure continuity and quality of services, County Board members desire to fund this position from July 1, 2018 through November 30, 2019.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY 18 - FY 19; 1000-5900-53090
- Budget Transfer (Date) ________________  
  Add'l Information  Date to be decided. Grant program year ends June 30, 2018.

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>LH</th>
<th>Prepared By</th>
<th>Prepared 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>May 9, 2018</td>
<td>CW</td>
<td>5/10/18</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>5-9-18</td>
<td></td>
<td>5-10-18</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Authorized Signature: SIGNATURE ON FILE

Printed Name: John P. McTigue
Title: Hearing Officer
Date: May 9, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
Vendor Ethics Disclosure Statement

Addendum to Item #1

Contributions to:  

- Citizens for Robert Berlin
- Citizens for Robert Berlin
- Citizens to Elect Grant Eckhoff
- Citizens to Elect Grant Eckhoff

<table>
<thead>
<tr>
<th>Donor:</th>
<th>Type</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John P. McTigue</td>
<td>Check #4086</td>
<td>$50</td>
<td>June 14, 2017</td>
</tr>
<tr>
<td>John P. McTigue</td>
<td>Check #4101</td>
<td>$250</td>
<td>July 23, 2017</td>
</tr>
<tr>
<td>John P. McTigue</td>
<td>Check #4152</td>
<td>$150</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>John P. McTigue</td>
<td>Check #4123</td>
<td>$75</td>
<td>October 10, 2017</td>
</tr>
</tbody>
</table>

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

[Signature]

John P. McTigue  
Administrative Hearing Officer  
May 9, 2018
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of July, 2018, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and John P. McTigue, an Independent Contractor ("Individual") and attorney licensed to practice law in the State of Illinois.

RECITALS

WHEREAS, the County desires that the Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing July 1, 2018, and continuing through November 30, 2019 ("Term"), unless terminated sooner as provided herein.

3. **Termination**

   3.1 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 INDIVIDUAL'S insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

   3.2 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 deliverables tendered? prior to termination. There shall be no termination expenses.

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

4. **Scope of Services:** Individual agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. **Compensation and Payment:** Compensation for Services during the term shall be: 1) based on a fixed half-day rate of $275 per session; 2) shall not exceed 78 sessions in FY 2018; 3) shall not exceed 157 sessions in FY 2019; and 4) shall not exceed Sixty-Four Thousand Six Hundred Twenty-Five Dollars, ($64,625.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event
shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, “Local Government Prompt Payment Act”. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies**
   
   7.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Individual in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.
   
   7.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents**
    
    10.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
10.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual's possession, such items shall be restored or replaced at Individual's expense.

11. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 **Good Standing.** Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 **Authorization.** In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 **Gratuities.** No payment, gratuity or offer of employment, except as permitted by the State Officials and Employees Ethics Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor:** It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is 000-00-000.

13. **Indemnification:** Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized
14. **Favored Nation:** Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

15. **Insurance:** At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

15.1 **Malpractice Insurance Coverage.** At all times during the term of this Agreement, the Individual shall maintain, at his/her own expense, malpractice insurance coverage for the Individual, its employees, officers, and independent contractors.

15.2 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

16. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE COUNTY:**

Paul Rafac, Chief Financial Officer  
DuPage County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:**  
James McGuire, Procurement Officer  
DuPage County Finance Department  
421 North County Farm Road  
Wheaton, IL 60187-3978

**COPY TO:**  
Paul Bruckner, Civil Bureau Deputy Chief  
DuPage County State's Attorney’s Office  
503 North County Farm Road  
Wheaton, Illinois 60187-3978

**IF TO INDIVIDUAL:**

John P. McTigue, Attorney at Law  
20 Danada Square West, Unit 277  
Wheaton, IL 60189
17. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

19. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

20. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COUNTY OF DUPAGE**

By: __________________________

JAMES MCGUIRE

PROCUREMENT OFFICER

**JOHN P. MCTIGUE**

By: __________________________

JOHN P. MCTIGUE

ATTORNEY AT LAW
SCOPE OF SERVICES

County’s Purchase Order # | County Resolution #
--------------------------|-------------------
Contract Name             | Contract Date     
County’s Contract Manager | Individual’s Contract Manager

1. DESCRIPTION OF INDIVIDUAL’S SCOPE OF SERVICES

a) The hearing officer will be knowledgeable in domestic relations law including paternity determination and will be available for a minimum of three half-day hearing sessions per week. The total number of sessions to be conducted in fiscal year 2018 shall not exceed 78. The total number of sessions to be conducted in fiscal year 2019 shall not exceed 157.

b) One half-day is hereby defined as any portion of a morning commencing at or after 8:30 a.m. and normally lasting not longer than 12:00 noon or any portion of an afternoon commencing at 1:30 p.m. and normally lasting not longer than 4:30 p.m. Sessions shall normally be scheduled on Mondays and Wednesdays. Mondays shall normally include a morning and afternoon session. Wednesdays shall normally include a morning session, except that there may be a limited number of weeks where both a morning and afternoon session could be scheduled.

c) The hearing officer hereby acknowledges as an officer of the court that he has read and understands Supreme Court Rule 100.1-100.13 and possesses all the qualifications set forth therein and that he will be available to accommodate reasonable scheduling of cases.

d) The hearing officer shall execute an oath of office administered by the Chief Judge of the 18th Judicial Circuit and shall comply with all terms of the oath and Supreme Court Rule 100.1-100.13.
Awarding Resolution
Issued to Weatherproofing Technologies, Inc.
For Roof Restoration at the Jail
For Facilities Management
(Contract amount not to exceed: $365,362.22)

Whereas, pursuant to Intergovernmental Agreement between the County of DuPage
and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage
will contract with Weatherproofing Technologies, Inc.; and

Whereas, the Public Works Committee recommends County Board approval for the
issuance of a contract purchase order to Weatherproofing Technologies Inc., to provide roof
restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for the period through November 30, 2018,
for Facilities Management.

Now, therefore be it resolved, that County Contract, covering said, to
provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for the period through
November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a
contract purchase order by the Procurement Division to, Weatherproofing Technologies Inc.,
3735 Green Road, Beachwood, OH 44122, for a total contract amount not to exceed
$365,362.22.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2, 2018</td>
<td>$365,362.22</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

Laura Grobe  Completed  05/02/2018 8:52 AM
Tim Harbaugh  Completed  05/02/2018 12:42 PM
Nick Kottmeyer  Completed  05/02/2018 1:18 PM
Kathy Ostrowski  Completed  05/02/2018 3:30 PM
Jennifer A. Sinn  Completed  05/02/2018 3:53 PM
James McGuire  Completed  05/04/2018 9:05 AM
Paul Rafac  Completed  05/07/2018 7:36 AM
Tom Cuculich  Completed  05/09/2018 8:43 AM
Kathy Ostrowski  Completed  05/09/2018 9:00 AM
Public Works Committee  Completed  05/15/2018 9:15 AM
Finance Committee  Pending  05/22/2018 8:00 AM
County Board  Pending  05/22/2018 10:00 AM
## 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>Weatherproofing Technologies, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #</td>
<td>13080</td>
</tr>
<tr>
<td>Dept.</td>
<td>Facilities Management</td>
</tr>
<tr>
<td>Contact</td>
<td>Tom Kuhn</td>
</tr>
<tr>
<td>Phone</td>
<td>630-675-1054</td>
</tr>
<tr>
<td>Contract through November 30, 2018</td>
<td>Contract Total: $365,362.22</td>
</tr>
<tr>
<td>Assigned</td>
<td>PW 5/15/18</td>
</tr>
<tr>
<td>Committee:</td>
<td>CB 5/22/18</td>
</tr>
</tbody>
</table>

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

Recommendation for the approval of a contract purchase order to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22.

**Reason for Procurement**

Restoration of roofs 17, 18, 19, 20 and 22 at the Jail was budgeted as a capital project for 2018. By restoring these roofs at this time we do not need to tear off the existing roof. We are able to apply the two part, bio-based, polyurethane roof coating system which provides a 20 year warranty.

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 6000-1220-54010
- [ ] Budget Transfer (Date) ___________ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILC525)
- [x] Per Coop (DPC4-107) select one below
  - National IPA/TCPM # R132205
- [ ] 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>Recommended for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG</td>
<td>[Initials]</td>
<td>5-1-2018</td>
</tr>
<tr>
<td></td>
<td>Date</td>
<td></td>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chief Financial Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Initials]</td>
<td>[Initials]</td>
<td>[Initials]</td>
</tr>
<tr>
<td>Date</td>
<td>5-3-18</td>
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</tr>
<tr>
<td>Date</td>
<td>5-7-18</td>
<td>6-4-18</td>
</tr>
</tbody>
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---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: May 1, 2018
MinuteTraq (IQM2) ID #: 12611
Department Requisition #: __________

Requesting Department: Facilities Management
Department Contact: Tom Kuhn
Contact Email: tom.kuhn@dupageco.org
Contact Phone: 630-675-1054
Vendor Name: Weatherproofing Technologies, Inc.
Vendor #: 13080

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Recommendation for the approval of a contract purchase order to provide roof restoration at the Jail; for roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Restoration of roofs 17, 18, 19, 20 and 22 at the Jail was budgeted as a capital project for 2018. By restoring these roofs before they fail we do not need to tear off the existing roof. We are able to apply the two part, bio-based, polyurethane roof coating system which provides a 20 year warranty. Roof restoration may be accomplished for approximately one third of the cost of roof replacement.

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.
Roof restoration at the Jail is necessary to protect the integrity of the building envelope, to ensure facilities are reliable for proper operation as to not impact the life, health and safety of our employees and the public.

Source Selection/Vetting Information - Describe method used to select source.
Region 4 ESC through the National IPA/TCPN received responses from nine (9) vendors to RFP #13-22 for Roofing Products and Services. An evaluation committee of an architect, engineer and general contractor and two (2) TCPN evaluators recommended that five (5) contracts be awarded. Multiple awards are necessary in order to serve the entire nation. Each proposal was evaluated on the following predetermined criteria: Products/Pricing, Performance Capability, Qualifications & Experience, and Value Add. Tremco Incorporated was determined to be competitively priced and strong for the specified products and services. Through National IPA/TCPN Tremco Incorporated and its affiliate WTI (Weatherproofing Technologies, Inc.) provide an access to an exceptional range of roofing components and services that can extends a roof's service life, reducing life-cycle costs while improving performance.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends securing a contract with Weatherproofing Technologies Inc., for roof restoration at the Jail; roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22, utilizing National IPA/TCPN contract R132205. The other option includes sending the project out to bid which does not guarantee prices will be lower or that the quality of product and service will be equal.

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.
Monies have been budgeted for this project in the 2018 Capital Budget line 6000-1220-54010.
**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> Weatherproofing Technologies, Inc.</td>
<td><strong>Dept:</strong> Facilities Management</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 13080</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> John Momper</td>
<td><strong>Attn:</strong> Tim Harbaugh</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jmomper@tremcoinc.com">jmomper@tremcoinc.com</a></td>
<td><strong>Email:</strong> <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 3735 Green Road</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Beachwood</td>
<td><strong>Room:</strong> 2-700</td>
</tr>
<tr>
<td><strong>State:</strong> OH</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Zip:</strong> 44122</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-514-4714</td>
<td><strong>Phone:</strong> 630-407-5700</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-482-3722</td>
<td><strong>Fax:</strong> 630-407-5701</td>
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</table>

<table>
<thead>
<tr>
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<th>Ship To:</th>
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<tbody>
<tr>
<td><strong>Vendor:</strong> Tremco/Weatherproofing Technologies, Inc.</td>
<td><strong>Dept:</strong> Facilities Management</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 13080</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Attn:</strong> Tom Kuhn</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong> <a href="mailto:tom.kuhn@dupageco.org">tom.kuhn@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> PO Box 931111</td>
<td><strong>Address:</strong> 501 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Cleveland</td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> OH</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Zip:</strong> 44193-0511</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Zip:</strong></td>
</tr>
</tbody>
</table>

| | **Payment Terms** |
| | **F.O.B.** |
| **PER 50 ILCS 505/1** | **PO 20 Delivery Date** |
| **Destination** | **Requisitioner** |

**Use for PO25 only**

**Contract Administrator**

**Contract Start Date**

**Contract End Date**

**Laura Grobe**

**PO25 only**

**Requisition Total**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Jail Roof Restoration</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
<td>365,362.22</td>
<td>365,362</td>
<td></td>
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</tbody>
</table>

**Requisition Total**

$365,362

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

Restoration of roofs 17, 18, 19, 20 and 22 at the Jail

**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):

PW 5/15/18  CB 5/22/18  Job #1801429
August 30, 2017

Ms. Jane Krivos
Director of Cooperative Programs
Tremco Incorporated
jkrivos@tremcoinc.com
3735 Green Road
Beachwood, OH 44122

Re: Renewal Award of Contract #R132205

Dear Ms. Krivos:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on June 20, 2017, National IPA is pleased to announce that Tremco Incorporated has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on October 28, 2013, and subsequent performance thereafter:

**Contract**

Roofing Products and Services

The contract will expire on February 28, 2019, completing the fifth and final year of a five-year term contract. If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Clint Pechacek, at 713-554-7349 or clint.pechacek@nationalipa.org.

The partnership between Tremco Incorporated and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

**Kelly Burnett**

Kelly Burnett
Contract Analyst
## Required Vendor Ethics Disclosure Statement

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

### Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>J Momper</th>
<th>Contact Phone:</th>
<th>J Momper</th>
<th>Contact Email:</th>
</tr>
</thead>
</table>

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

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

**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: [Signature on file]

Printed Name: John Momper

Title: Field Advisor

Date: 3-20-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ____ (total number of pages)
Requisition 25k and over
FM-P-0157-18

AWARDING RESOLUTION
ISSUED TO KINSALE CONTRACTING GROUP, INC.
FOR INDUSTRIAL CLEANING OF THE POWER PLANT TUNNEL SYSTEM
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $34,650.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for the industrial cleaning of the Power Plant tunnel system, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Kinsale Contracting Group, Inc., 648 Blackhawk Dr., Westmont, IL 60559, for a total contract amount not to exceed $34,650.00, per lowest responsible bid #18-098-GV.

Enacted and approved this 22nd 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 3, 2018</td>
<td>$34,650.00</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

Laura Grobe  Completed  05/03/2018 11:15 AM
Tim Harbaugh  Completed  05/03/2018 12:56 PM
Nick Kottmeyer  Completed  05/07/2018 10:27 AM
Kathy Ostrowski  Completed  05/07/2018 10:40 AM
James McGuire  Completed  05/07/2018 4:32 PM
Paul Rafac  Completed  05/08/2018 7:37 AM
Kathy Ostrowski  Completed  05/08/2018 3:41 PM
Public Works Committee  Completed  05/15/2018 9:15 AM
Finance Committee  Pending  05/22/2018 8:00 AM
County Board  Pending  05/22/2018 10:00 AM
**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: Kinsale Contracting Group, Inc.</th>
<th>Contract Total: $34,650.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Assigned PW 5/15/18 Committee: CB 5/22/18</td>
</tr>
<tr>
<td>Contact: Dan Baran</td>
<td>Phone: 630-407-5700</td>
</tr>
</tbody>
</table>

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

Recommendation for the approval of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for a total contract amount not to exceed $34,650.00.

**Reason for Procurement**

Professional industrial cleaning is necessary due to water infiltration throughout the years.

**FUNDING SOURCE**

☐ Procurement budgeted for (FY and budget code(s));

d Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-098-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

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


**DECISION MEMO REQUIRED**

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)

☐ 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>LG</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>
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</table>

| 5-7-2018 |

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
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</table>

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

| 5-7-18 |

*Packet Pg. 461*
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>BID AMOUNT</th>
<th>10% CONTINGENCY</th>
<th>EXTENDED BID AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>KINSALE CONTRACTING GROUP, INC</td>
<td>$31,500.00</td>
<td>$3,150.00</td>
<td>$34,650.00</td>
</tr>
<tr>
<td>COVE REMEDIATION, LLC</td>
<td>$52,000.00</td>
<td>$5,200.00</td>
<td>$57,200.00</td>
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<tr>
<td>VALOR TECHNOLOGIES, INC</td>
<td>$62,200.00</td>
<td>$6,220.00</td>
<td>$68,420.00</td>
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INVITATIONS SENT: 37
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 9
TOTAL BID RESPONSES RECEIVED: 3
BID OPENING ATTENDED BY: GV, CH
# Purchase Requisition

**Procurement Services Division**

**Date:** May 2, 2018

**MinuteTraq (IQM2) ID #:** 12612

**Department Request #:** RFP, Bid or Quote #: 18-098

<table>
<thead>
<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Kinsale Contracting Group, Inc.</td>
<td><strong>Dept:</strong> Facilities Management</td>
</tr>
<tr>
<td><strong>Attn:</strong> Alexander Tennant</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:alexandert@kinsalecg.com">alexandert@kinsalecg.com</a></td>
<td><strong>Attn:</strong> Tim Harbaugh</td>
</tr>
<tr>
<td><strong>Address:</strong> 648 Blackhawk Dr.</td>
<td><strong>Email:</strong> <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
</tr>
<tr>
<td><strong>City:</strong> Westmont</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Room:</strong> 2-700</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60559</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-325-7400</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-325-7401</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Send Payments To:</strong></th>
<th><strong>Ship To:</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong></td>
<td><strong>Dept:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Facilities Management</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Email:</strong> <a href="mailto:dan.baran@dupageco.org">dan.baran@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Zip:</strong> 60187</td>
<td><strong>Address:</strong> 410 County Farm Road</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-774-5696</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-407-5701</td>
<td></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>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
<td>Laura Grobe</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
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</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td></td>
<td>Nov 30, 2018</td>
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<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>Extensor</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Tunnel - Industrial Cleaning</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
<td>31,500.00</td>
<td>31,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>10% Contingency - as needed</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
<td>3,150.00</td>
<td>3,150</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $34,650.00

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

Provide industrial cleaning of the Power Plant tunnel system.

**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):

PW 5/15/18, CB 5/22/18
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: Kinsale Contracting Group, Inc.
Company Contact: Alexander A. Tennant
Contact Phone: 630-325-7400
Contact Email: alexandert@kinsalecg.com

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

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

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

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

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<tr>
<th>Add</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
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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 Robert J. Duermitt
Title President
Date April 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
WHEREAS, Resolution FM-P-0220-17, was approved and adopted by the County Board on July 11, 2017; and

WHEREAS, the Public Works Committee recommends changes as stated in Change Order, dated May 2, 2018, to County Contract 2673-0001 SERV to increase the contract in the amount of $40,000.00. This contract was issued to Fox Valley Fire & Safety, for preventive maintenance, testing and repair of the NON-Edwards Systems Technology Fire Alarm and Life Safety for County facilities, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order, dated May 2, 2018, to County Contract 2673-0001 SERV, issued to Fox Valley Fire & Safety, for preventive maintenance, testing and repair of the NON-Edwards Systems Technology Fire Alarm and Life Safety for County facilities, for the period August 28, 2017 through August 27, 2018, for Facilities Management, to increase the contract in the amount of $40,000.00, taking the original contract amount of $131,445.00, and resulting in an amended contract total amount not to exceed $171,445.00, an increase of 30.43%.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

Purchase Order #: 2673-0001 SERV  Original Purchase Order Date: Aug 28, 2017  Change Order #: 3  Department: Facilities Management
Vendor Name: Fox Valley Fire & Safety  Vendor #: 11067  Dept Contact: Mark Thomas

Background and/or Reason for Change Order Request:
Change order to increase line one (1) by 40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

DEcision Memo Not Required

☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☐ Consent Only
☐ Change budget code from:  ☐ to:  
☐ Increase/Decrease quantity from:  ☐ to:  
☐ Price shows: ___________________ should be: ___________________

☐ Decrease remaining encumbrance and close contract  ☐ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

DEcision Memo Required

☐ Increase (greater than 29 days) contract expiration from:  to:  
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source 1000-1100-55300
☐ OTHER - explain below: ___________________

---

LG 5665  May 2, 2018  x 6518  5/3/2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWS BY (Initials Only)

☐ Buyer  5/7/18  ☐ Procurement Officer  5-7-18
☐ Chief Financial Officer  5-8-18  ☐ Chairman’s Office  5-8-18
(Decision Memos Over $25,000)  Date  (Decision Memos Over $25,000)  Date

Rev 1.6
Packet Pg. 466

Attachment: Fox Valley Fire & Safety - Change Order Increase (17-18-569 : FM Fox Valley Amendment FM-P-0220A-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.

Date: May 2, 2018

MinuteTraq (IQM2) ID #: 12614

Department Requisition #: __________

<table>
<thead>
<tr>
<th>Requesting Department: Facilities Management</th>
<th>Department Contact: Mark Thomas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:mark.thomas@dupageco.org">mark.thomas@dupageco.org</a></td>
<td>Contact Phone: 630-816-2979</td>
</tr>
<tr>
<td>Vendor Name: Fox Valley Fire &amp; Safety</td>
<td>Vendor #: 11067</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.

Approve a change order to increase Fox Valley Fire & Safety Contract 2673-001 SERV line one (1) by $40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2.

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

It is necessary to install additional sprinkler flow devices which will allow the detection of flow to report to the correct alarm panel / building; additional programming and re-wiring is required to rework existing wiring to report to the proper location as well. Also to install additional devices and wiring to fire detection systems to allow separation of fire alarm systems by rated walls. (This will prevent putting DU-COMM and Work-Release both in alarm if a device goes off in one of the spaces). This was not included in the design of the DU-COMM project however it is needed in order to allow the DU-COMM project to pass inspection.

It is also necessary at this time to replace the existing fire alarm panel and install annunciator panels for Work Release. Additional funding is built into the annual fire alarm life safety contract for projects that occur during the year; this contract has also been utilized to add and/or relocate sprinkler heads for the JOF-3rd Floor South renovation/ROE build out.

**Strategic Impact**

Quality of Life

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

The Village of Winfield requires quarterly and semi-annual life safety testing and inspection of the County facilities' fire alarms and sprinkler systems.

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

Bid #14-117 was issued for Fire Alarm/Life Safety System testing, service and preventative maintenance. Three responses were received with Fox Valley Fire & Safety providing the lowest responsible bid. Fox Valley Fire & Safety has agreed to the third and final option to renew the contract at the same 2014 unit costs.

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

Staff recommends the approval of the change order to increase Fox Valley Fire & Safety Contract 2673-001 SERV by $40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2.

The second option would be to go out for bid for these projects. Staff does not recommend this option as there is a current working relationship with Fox Valley, it would be difficult to determine responsibilities, it would create a delay completing the DU-COMM project and there would be no guarantee that prices would be lower or service would be equal.

**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.

Monies are available for these projects in 1000-1100-53300 REPAIR & MTCE FACILITIES

Packet Pg. 467
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Signature on file

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND REMPE SHARPE & ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR FACILITIES MANAGEMENT AND WATER AND SEWER PROJECT FOR PUBLIC WORKS DEPARTMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate sewerage and waste treatment systems and to enter into agreements for the purposes of improving or extending said systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, in accord with the above-referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the Public Works Department requires on-call engineering services related to their water distribution and sewer collection systems; and

WHEREAS, the Facilities Management Department requires on-call engineering services related to the maintenance and improvements of the DuPage County facilities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing professional engineering services and is willing to perform the required services for an amount not to exceed Ninety-Five Thousand Dollars and 00/100 ($95,000.00); 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 Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of this AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and REMPE SHARPE & ASSOCIATES, INC. is hereby accepted and approved in an amount not to exceed Ninety-Five Thousand Dollars and 00/100 ($95,000.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Rempe Sharpe & Associates, Inc.; 324 W. State Street, Geneva, IL 60134; Anthony Hayman/State's Attorney’s Office.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Requisition 25k and over

PW-P-0155-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
### Procurement Review Checklist

**Requisition 25k and over**

**PW-P-0155-18**

#### Procurement Review Checklist

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>New Purchase Order Request</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date Submitted</strong></td>
</tr>
<tr>
<td>May 3, 2018</td>
</tr>
<tr>
<td><strong>Contract Total Amount</strong></td>
</tr>
<tr>
<td>$95,000.00</td>
</tr>
</tbody>
</table>

#### Solicitation Method for Source Selection

**Decision Memo Required**

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

**Completed Dates:**

- Angela Bendinelli: 05/03/2018 11:51 AM
- Nick Kottmeyer: 05/03/2018 11:58 AM
- Kathy Ostrowski: 05/03/2018 12:56 PM
- James McGuire: 05/07/2018 8:08 AM
- Paul Rafac: 05/08/2018 7:26 AM
- Tom Cuculich: 05/08/2018 7:39 AM
- Kathy Ostrowski: 05/09/2018 8:11 AM
- Public Works Committee: 05/15/2018 9:15 AM
- Finance Committee: Pending 05/22/2018 8:00 AM
- County Board: Pending 05/22/2018 10:00 AM
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND REMPE SHARPE & ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR FACILITIES MANAGEMENT AND WATER AND SEWER PROJECT FOR PUBLIC WORKS DEPARTMENT

AGREEMENT, made this ________ day of __________, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and REMPE SHARPE licensed to do business in the State of Illinois, with offices at 324 W. State Street, Geneva, IL 60134; (hereinafter referred to as the CONSULTANT).

RECENTAL S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate sewerage and waste treatment systems and to enter into agreements for the purposes of improving or extending said systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, in accord with the above-referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the Public Works Department requires on-call engineering services related to their water distribution and sewer collection systems; and

WHEREAS, the Facilities Management Department requires on-call engineering services related to the maintenance and improvements of the DuPage County facilities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing professional engineering services and is willing to perform the required services for an amount not to exceed Ninety Five Thousand Dollars and 00/100 ($95,000.00); and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and approved the attached Agreement at the specified amount.

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 The relationship of CONSULTANT to 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 COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the
Public Works Department, (hereinafter referred to as the "Superintendent"), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the Superintendent, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

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

4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

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 the Scope of Services, 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 April 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 COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT’S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION.

6.1 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.

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances Ninety Five Thousand dollars and 00/100 ($95,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.50 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “B.”

6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the
COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit “B”.

6.5 The CONSULTANT shall submit its invoice, for services/tasks rendered, to the COUNTY following completion of the task invoiced, and in no event later than sixty (60) days following completion of the work being invoiced. CONSULTANT may bill for multiple tasks per invoice but said invoice shall summarize, as applicable, each task performed. The CONSULTANT shall provide, upon the COUNTY’S request, an itemization of CONSULTANT’S man-hours per task and list of personnel used for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of a properly documented invoice, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amount invoiced, provided that the amount invoiced, plus all previously invoiced sums, 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.

6.7 RESERVED.

6.8 The COUNTY reserves the right to charge for additional processing of any invoice received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 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. 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 website 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 website, 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 subconsultants of the revised rates of wages.

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY, contemporaneous with its invoice for payment, or before the expiration of this AGREEMENT, or promptly after giving (or receiving) notice of termination, or at such other time that the SUPERINTENDENT may direct, the deliverables specified in Exhibit A of this AGREEMENT.

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 two million dollars ($2,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and two million dollars ($2,000,000) excess liability in the annual aggregate injury/property damage combined single limit.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000) for any one person and one million
dollars ($1,000,000) for any one occurrence of bodily injury or property damage in the aggregate annually.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000) during the term of this AGREEMENT. In addition coverage shall be provided in the minimum amount of one million dollars ($1,000,000) in the form of an additional endorsement for a period of three (3) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide endorsements at the beginning of each year evidencing same.

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 affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 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, CONSULTANT’S insurance providers shall be 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.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

8.6 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. 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, employees, and agents 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 misconduct, errors or omissions in its performance under this AGREEMENT.
9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove 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. CONSULTANT’S indemnification of 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 Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging 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 subconsultant(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 firms practicing in DuPage County.

10.2 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’ subconsultant(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 AGREEMENT’S
expiration or termination, the CONSULTANT shall have no right to cure 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 subconsultants.

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, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other 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 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY’S representative.

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 COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(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 subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(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 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 receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. 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) June 30, 2020, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and 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. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, 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, in which case termination shall be effective immediately upon receipt of notice.

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 deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination 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 or 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, or failure to perform, 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:

Rempe Sharpe & Associates, Inc.
324 W. State Street
Geneva, Illinois  60134
ATTN: James J. Bibby, P.E., S.E., President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois  60187
ATTN: Nicholas W. Kottmeyer, P.E., Superintendent
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m.CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours(8:00a.m.-4:30p.m.CST or CDT Monday– Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile 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 by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or 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 QUALIFICATIONS

24.1 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.

24.2 RESERVED
24.3 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.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(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       REMPE SHARPE & ASSOCIATES, INC.

_________________________   _______________________
DANIEL J. CRONIN, CHAIRMAN   NAME: _______________________
DUPAGE COUNTY BOARD         TITLE: _______________________

ATTEST BY:                  ATTEST BY: _______________________
PAUL HINDS, COUNTY CLERK   NAME: _______________________
                           TITLE: _______________________

Packet Pg. 487
### 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>Rempe Sharpe &amp; Associates, Inc.</th>
<th>Vendor #:</th>
<th>11613</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Public Works</td>
<td>Contact:</td>
<td>Sean Reese</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-985-7400</td>
<td></td>
<td>assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background
For on-call professional engineering consulting services for the period through June 30, 2020 in the amount of $95,000.

#### Reason for Procurement
Rempe Sharpe & Associates will be used for various projects involving general engineering services related to distribution and collection system design and modeling, construction specifications, flow monitoring analysis, structural engineering, and project management for various projects on an on-call basis.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 2000-2555-53010/2000-2640-53010/1000-1100-532010/6000-1220-54010
- [□] Budget Transfer (Date) ____________ Add'l Information ____________

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [□] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [□] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [□] RENEWAL OF RFP # ____________
- [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>5/3/2018</th>
<th>Recommended for Approval</th>
<th>5/3/2018</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>5-4-18</th>
<th>Procurement Officer</th>
<th>5-7-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>5-8-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>5-8-18</td>
</tr>
</tbody>
</table>
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Rempe-Sharpe &amp; Associates, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>630-985-7400</td>
</tr>
</tbody>
</table>

| Department Requisition #: | 18213034 |

**Date:** May 2, 2018

**MinuteTraq (IQM2) ID #:** 12643

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

This contract is needed for on-call professional engineering and consulting services for various Public Works and Facilities Management projects for the period through June 30, 2020 in the amount of $95,000.

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

Public Works and Facilities Management is in need of general engineering services related to distribution and collection system design and modeling, construction specifications, flow monitoring analysis, structural engineering, and project management for various projects on an on-call basis.

**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 contract will be used for various improvements to the existing county campus as well as water and sanitary sewer infrastructure. The improvements will assist in continued reliable services such as drinking water supply, sanitary sewer services, and services provided at the Wheaton campus.

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

A request for a statement of interest from qualified firms was posted and we received 20 SOI's. Staff reviewed all 20 SOI's and completed a consultant evaluation to rank the firms expertise in the following areas, project management & staffing qualifications, design and modeling experience, project understanding. Through the process it was determined that Rempe Sharpe and Associates was the top firm for the work needed.

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

1) Contract with Rempe-Sharpe for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the areas of distribution and collection systems and other structural engineering.
2) Contract with an alternative engineering firm. Not recommended due to the other SOI's not meeting the expectations and qualifications of the contract.
3) Do not have a contract. Not recommended due to the need for improvements within the water and sewer infrastructure in order to continue to provide reliable drinking water and sanitary sewer services to our residents.

**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.

- $30,000 will be removed from line item 2000-2555-53010
- $20,000 will be removed from line item 2000-2640-53010
- $20,000 will be removed from line item 1000-1100-53010
- $25,000 will be removed from line items 6000-1220-54010
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional structural engineering and general engineering consulting services, on an on-call basis, for various projects involving Facilities Management Projects and Water Distribution and Sewer Collection Systems for the period through June 30, 2020.

FOR FACILITIES MANAGEMENT PROJECTS:

CONSULTANT will provide COUNTY with professional structural engineering, general engineering consulting and construction management services, upon request by the COUNTY. The scope of each task, assignment or work item will be defined in writing at the time of the COUNTY’S request for such services. Each particular task, work item and, or, assignment may include, but is not limited to, the CONSULTANT’S preparation and, or, performance of:

i) Structural calculations;
ii) Computer modeling;
iii) Project design;
iv) Q/A and constructability review;
v) Construction estimates;
vi) Bid phase assistance; and
vii) Project inspections during all work phases up through punch list acceptance by the COUNTY.

FOR WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS:

CONSULTANT will provide COUNTY with professional engineering, consulting and construction management services, upon request by the COUNTY. The scope of each task, assignment or work item will be defined in writing at the time of the COUNTY’S request for such services. Each particular task, work item and, or, assignment may include, but is not limited to, the CONSULTANT’S preparation and, or, performance of:

i) Data collection;
ii) Coordination of system testing (flow monitors, smoke testing, televising, leak detection, etc);
iii) Capacity studies
iv) Sewer and water system modeling
v) Other design issues as encountered;
vii) Q/A and constructability review;
vii) Plan preparation, specifications, and preparation of cost estimates
viii) Bid phase assistance; and
ix) Project inspections during all work phases up through punch list acceptance by the COUNTY.
EXHIBIT B

DELIVERABLES

This AGREEMENT is a contract for an on-call services for which deliverables shall be specified by the COUNTY as part of the COUNTY’S scope of work direction for each task, assignment or work item, to be defined at the time of the COUNTY’S request for said services. These deliverables may include, but are not be limited to, the following:

- Survey Information;
- Building Code Reviews;
- Bid Document Specifications in CSI format;
- Design Sketches;
- Design Drawings in AutoCAD format;
- Cost Estimating to determine project feasibility and alternatives;
- Structural Reviews;
- Engineering Planning Reports;
- Water CADD Modeling Reports;
- Sewer Evaluation Reports;
- SSES Reports.
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

REMPE-SHARPE MULTIPLIER IS 2.50

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>MAXIMUM HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINCIPAL ENGINEER</td>
<td>$54.00/HR</td>
</tr>
<tr>
<td>SENIOR PROJECT ENGINEER</td>
<td>$44.00/HR</td>
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<tr>
<td>PROJECT ENGINEER</td>
<td>$42.40/HR</td>
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<tr>
<td>DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)</td>
<td>$40.00/HR</td>
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<tr>
<td>DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)</td>
<td>$34.40/HR</td>
</tr>
<tr>
<td>SENIOR TRAFFIC ENGINEER</td>
<td>$36.00/HR</td>
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<tr>
<td>DESIGN TECHNICIAN (GRADE 1)</td>
<td>$34.40/HR</td>
</tr>
<tr>
<td>DESIGN TECHNICIAN (GRADE 2)</td>
<td>$27.60/HR</td>
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<tr>
<td>CADD DRAFTING TECHNICIAN (GRADE 1)</td>
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<tr>
<td>DRAFTING TECHNICIAN (GRADE 2)</td>
<td>$23.60/HR</td>
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<tr>
<td>DRAFTING TECHNICIAN (GRADE 3)</td>
<td>$18.40/HR</td>
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<tr>
<td>SURVEYING PARTY CHIEF</td>
<td>$32.00/HR</td>
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<tr>
<td>SURVEYING TECHNICIAN (GRADE 1)</td>
<td>$26.00/HR</td>
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<tr>
<td>SURVEYING TECHNICIAN (GRADE 2)</td>
<td>$18.40/HR</td>
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<tr>
<td>CONSTRUCTION INSPECTOR (GRADE 1)</td>
<td>$32.80/HR</td>
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<tr>
<td>CONSTRUCTION INSPECTOR (GRADE 2)</td>
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<tr>
<td>CONSTRUCTION TECHNICIAN</td>
<td>$22.40/HR</td>
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<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
<td>$24.80/HR</td>
</tr>
<tr>
<td>CLERK TYPIST</td>
<td>$19.60/HR</td>
</tr>
</tbody>
</table>

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

The CONSULTANT shall be reimbursed at its actual cost for expenses and/or costs incurred directly in connection with each ordered project and/or service. Allowable direct expenses shall be all expenses for materials or third-party services necessary to complete any ordered task, assignment or work item in accordance with Paragraph 7.4. Direct expenses may include costs such as printing, staking supplies and postage.

ALL SERVICES OUTLINED SHALL BE PROVIDED HOURLY.

CONTRACT CHARGES NOT-TO-EXCEED $95,000.00
## Purchase Requisition

### Procurement Services Division

**Date:** Apr 26, 2018  
**MinuteTraq (IQM2) ID #:** 12643  
**Department Req #:** 18213034  
**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Dept:</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rempe Sharpe &amp; Associates, Inc.</td>
<td></td>
<td>DuPage County Public Works</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attn:</th>
<th>Email:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>324 West State Street</td>
<td>Geneva</td>
<td>IL</td>
<td>60134</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(630) 232-0827</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Email:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td><a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
<td>7900 S. Route 53</td>
<td>Woodridge</td>
<td>IL</td>
<td>60517</td>
</tr>
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</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Vendor #:</th>
<th>Dept:</th>
<th>Division:</th>
</tr>
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<tbody>
<tr>
<td>SAME</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Attn:</th>
<th>Email:</th>
<th>Address:</th>
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<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAME</td>
<td>SAME</td>
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<td></td>
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<td></td>
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</tbody>
</table>

### Ship To:

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

### Payment Terms

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

### Item Detail

<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>Extensor</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>On-call professional engineering consulting services</td>
<td>2000</td>
<td>2555</td>
<td>53010</td>
<td></td>
<td></td>
<td>30,000.00</td>
<td>30,000</td>
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<td>2</td>
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<td>2000</td>
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<td>53010</td>
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<tr>
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<td>1</td>
<td>EA</td>
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<td></td>
<td>1000</td>
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<td>53010</td>
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<td>1220</td>
<td>54010</td>
<td></td>
<td></td>
<td>25,000.00</td>
<td>25,000</td>
</tr>
</tbody>
</table>

### Requisition Total:

$95,000.00

### Header Comments

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

### 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):

---
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: REMPE-SHARPE & ASSOCIATES, INC
Company Contact: DANIEL A WATSON, P.E.
Contact Phone: 630-232-0827 EXT 217
Contact Email: dwatson@rsaengr.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 $250,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>JIM ZAY</td>
<td>REMPE-SHARPE</td>
<td>POLITICAL CONTRIBUTION</td>
<td>$500</td>
<td>10-31-17</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's 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: [Signature]

Printed Name: DANIEL A WATSON, P.E.
Title: VICE PRESIDENT
Date: APRIL 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for issuance of a contract purchase order to Harris Corporation for the procurement of 20ppm Point Cloud LiDAR data, for Information Technology - GIS Division.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the procurement of 20ppm Point Cloud LiDAR data, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Harris Corporation, 1025 W. Nasa Blvd., Melbourne, FL 32919, for a contract total amount of $110,000.00, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

Enacted and approved this 22nd 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.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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<tbody>
<tr>
<td>May 10, 2018</td>
<td>$110,000.00</td>
<td></td>
<td>Information Systems</td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- **Sarah Godzicki**
  - Completed
  - 05/10/2018 11:33 AM

- **Deborah Hanson**
  - Completed
  - 05/10/2018 11:42 AM

- **Donald Carlsen**
  - Completed
  - 05/10/2018 11:44 AM

- **Kathy Ostrowski**
  - Completed
  - 05/10/2018 3:02 PM

- **James McGuire**
  - Completed
  - 05/15/2018 9:04 AM

- **Paul Rafac**
  - Completed
  - 05/15/2018 5:33 PM

- **Tom Cuculich**
  - Completed
  - 05/16/2018 8:08 AM

- **Kathy Ostrowski**
  - Completed
  - 05/16/2018 3:01 PM

- **Technology Committee**
  - Pending
  - 05/22/2018 9:00 AM

- **Finance Committee**
  - Pending
  - 05/22/2018 8:00 AM

- **County Board**
  - Pending
  - 05/22/2018 10:00 AM
## 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: Harris Corporation</th>
<th>Vendor #: 2890</th>
<th>Contract Term:</th>
<th>Contract Total: $110,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: IT - GIS Division</td>
<td>Contact: Tom Ricker</td>
<td>Phone: 630-407-5062</td>
<td>Assigned Committee: Technology</td>
</tr>
</tbody>
</table>

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

Procurement to obtain 20PPI point cloud LiDAR data that was part of the USGS cost-sharing project for the NE Illinois Region.

**Reason for Procurement:**

To update and enhance our elevation data contours along with our surface model data.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY18 - 1100-2900-53020
- [] Budget Transfer (Date) ____________________ Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>SIG</th>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5/16/18</td>
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<table>
<thead>
<tr>
<th>REVIEWED BY (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
**Send Purchase Order To:**

- **Vendor:** Harris Corporation  
- **Vendor #:**  
- **Dept.:** IT  
- **Division:** GIS  
- **Attn:** Conse Vecchio  
- **Email:** cvecchio@harris.com  
- **Address:** 1025 W. Nasa Blvd.  
- **City:** Melbourne  
- **State:** FL  
- **Zip:** 32919  
- **Phone:** 772-538-1755  
- **Fax:**

**Send Invoices To:**

- **Vendor:** Harris Corporation  
- **Vendor #:**  
- **Dept.:** IT  
- **Division:** GIS  
- **Attn:** Tom Ricker  
- **Email:** tom.ricker@dupageco.org  
- **Address:** 421 N County Farm Rd  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-5062  
- **Fax:**

**Send Payments To:**

- **Vendor:** Harris Corporation  
- **Vendor #:**  
- **Dept.:** IT  
- **Division:** GIS  
- **Attn:** Conse Vecchio  
- **Email:** cvecchio@harris.com  
- **Address:** 1025 W. Nasa Blvd.  
- **City:** Melbourne  
- **State:** IL  
- **Zip:** 32919  
- **Phone:** 772-538-1755  
- **Fax:**

**Ship To:**

- **Dept.:** IT  
- **Division:** GIS  
- **Attn:** Tom Ricker  
- **Email:** tom.ricker@dupageco.org  
- **Address:** 421 N County Farm Rd  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-5062  
- **Fax:**

**Payment Terms:**

- **F.O.B.:** PO 20  
- **PO 20 Delivery Date:** ASAP  
- **Requisitioner:** Sarah Godzicki  
- **PO50 ILCS 505/1:** Use for PO25 only  
- **Destination:** Contract Administrator  
- **Contract Start Date:**  
- **Contract End Date:**  

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<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<tbody>
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<td>EA</td>
<td>LIDAR 20 PPM Data</td>
<td>LIDAR 20 PPM Data</td>
<td>18</td>
<td>1100</td>
<td>2900</td>
<td>53020</td>
<td></td>
<td>110,000.00</td>
<td>110,000</td>
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</table>

**Requisition Total:** $110,000

**Header Comments:**

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

**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):
Decision Memo

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

Date: May 10, 2018
MinuteTraq (IQM2) ID #: 12687
Department Requisition #: 

Requesting Department: IT - GIS Division  
Department Contact: Tom Ricker  
Contact Email: tom.ricker@dupageco.org  
Contact Phone: 630-407-5062  
Vendor Name: Harris Corporation  
Vendor #:

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

Procurement of data from the LiDAR USGS QL1 project. DuPage County's total cost is $110,000.00.

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

This data is needed to update our current LiDAR data, with which we will be able to better map out elevation and surface data here in DuPage County.

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.

Customer Service

This more detailed and accurate data will be shared with other County departments along with municipalities, park districts and the Forest Preserve for the overall betterment of DuPage County and its citizens.

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

County staff selected Harris Corporation because they were selected by the USGS to provide LiDAR services for this cost-sharing LiDAR project, allowing us and other government agencies to save money.

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

It is staff’s recommendation to obtain this LiDAR data as part of the cost-sharing agreement. This enhanced data is available at a low cost through this program. Other options are pay more for the same services or do not obtain this much-needed improved data.

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.

$110,000.00 out of FY18 - 1100-2900-53020
MEMORANDUM

To: Technology Committee
County Board
Procurement Division

From: Tom Ricker, GIS Manager

Date: 05/10/2018

Re: USGS OL1 LiDAR Cost Sharing Project

In 2015 as part of a cost-sharing program through the United States Geological Survey (USGS), three federal agencies including USGS, FEMA, NRCS, as well as Cook, Kane, Lake, and McHenry Counties worked together to begin a program of acquiring USGS OL1 LiDAR (Light Detection and Ranging) data. At the beginning of this project, DuPage County had just taken delivery of its own LiDAR data that was captured in 2014. As a result, we did not participate in this OL1 cost-sharing project.

With that said, we now have the opportunity to update our LiDAR data, due to the participation of Cook and Kane Counties. In addition, USGS ran an east & west flight pattern, resulting in a flight over DuPage County. In doing so, they captured LiDAR data for DuPage which is now processed and available. This provides DuPage County the opportunity to take part in the cost-sharing program and acquire this updated and highly accurate LiDAR point cloud data that was part of this project.

The 2014 LiDAR data for DuPage County was captured with a 4ppm (points per meter) point cloud. As a specification of the USGS OL1 LiDAR project, this data was captured using GIEGER mode technology versus the traditional LiDAR acquisition technology, resulting in data being captured at 20ppm. With this high point cloud, we will be able to obtain higher and more detailed elevation, surface, and terrain data.

This new elevation data will be extremely valuable to the County GIS Division and other departments such as Stormwater, DOT, Environmental and others, along with various municipal entities.

The first image below is an example of our 2014 LiDAR at 4 ppm followed by an image from the USGS OL1 project at 20 ppm. The difference in the density and detail of the data is very apparent when shown on similar scales.
2014 LiDAR Data at 4ppm

2017 Lidar Data at 20 ppm
HARRIS

QUOTE

Date: 5/3/2018
Invoice #: 001
Expiration Date: 5/31/2018

Harris Corporation
1025 W. NASA Blvd.
Melbourne, FL 32919
772-538-1755

To: Thomas P. Ricker
DuPage County
421 N. County Farm Rd.
Wheaton, Illinois 60187
630-407-5062

<table>
<thead>
<tr>
<th>Account Manager</th>
<th>Job</th>
<th>Payment Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conse C. Vecchio</td>
<td>DuPage County LIDAR Data</td>
<td>Net-45</td>
<td>45 Days Upon Delivery</td>
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<table>
<thead>
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<th>Unit Price</th>
<th>Line Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Classified Point Cloud at 20ppm</td>
<td>$110,000</td>
<td>$110,000</td>
</tr>
</tbody>
</table>

Quotation prepared by: Conse C. Vecchio

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: __________________________

Harris Geospatial Solutions

Thank you for your business!
Required Vendor Ethics Disclosure Statement

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

Date:

Bid/Contract/PO #:

<table>
<thead>
<tr>
<th>Company Name: Harris Corporation</th>
<th>Company Contact: David Carver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 321-729-2928</td>
<td>Contact Email: <a href="mailto:dcarve03@harris.com">dcarve03@harris.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts 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 | Title | Date
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>David Carver</td>
<td>Contracts Manager</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION TO
PCM SALES, INC., FOR
ARUBA NETWORK CORE SWITCH
(CONTRACT AMOUNT: $25,546.77)

WHEREAS, quotes have been received in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to PCM Sales, Inc., for the purchase of an Aruba Network Core Switch, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the purchase of an Aruba Network Core Switch, for Information Technology, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PCM Sales, Inc., 1940 E Mariposa Ave, El Segundo, CA 90245, for a contract total amount of $25,546.77, per lowest responsible quote #18-054-LG.

Enacted and approved this 22nd 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>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>INFORMATION SYSTEMS</th>
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</thead>
<tbody>
<tr>
<td>April 26, 2018</td>
<td></td>
<td>$25,546.77</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

Sarah Godzicki      Completed 05/01/2018 1:54 PM
Deborah Hanson      Completed 05/01/2018 1:58 PM
Donald Carlsen      Completed 05/01/2018 9:48 PM
Kathy Ostrowski     Completed 05/04/2018 9:28 AM
James McGuire       Completed 05/16/2018 8:24 AM
Paul Rafac          Completed 05/16/2018 10:23 AM
Kathy Ostrowski     Completed 05/16/2018 11:47 AM
Technology Committee Pending 05/22/2018 9:00 AM
Finance Committee   Pending 05/22/2018 8:00 AM
County Board        Pending 05/22/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: PCM Sales, Inc.  Vendor #: 10979  Contract Term:  Contract Total: $25,546.77

Dept: Information Technology  Contact: Wendell Wagner  Phone: 630-407-5064  Assigned Committee: Technology

Description of Procurement/Scope of Work/Background: Procurement of Aruba Network Core Switch.

Reason for Procurement: This will replace the current network Core switch in the S05 building. This is necessary to support Power Over Ethernet for future VOIP phone system.

FUNDING SOURCE:
- Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1160-54100-1110
- Budget Transfer (Date) ____________

DECISION MEMO NOT REQUIRED:
- LOWEST RESPONSIBLE QUOTE # or BID # 18-054-LG (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________  Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED:
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS5/25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: ____________________________  Date: ____________
Recommended for Approval: ____________  Date: ____________
IT Approval, if required: ____________  Date: ____________

REVIEWED BY (Initials Only)

Buyer: ____________________________  Date: ____________
Procurement Officer: ____________  Date: ____________
Chief Financial Officer: ____________  Date: ____________
(Decision Memos Over $25,000)

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

Date: ____________
### Purchase Requisition

**Procurement Services Division**

---

#### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: PCM Sales, Inc.</th>
<th>Dept: Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Daniel Harla</td>
<td>Attn: Sarah Godzicki</td>
</tr>
<tr>
<td>Email: <a href="mailto:daniel.harla@pcm.com">daniel.harla@pcm.com</a></td>
<td>Email: <a href="mailto:sarah.godzicki@dupageco.org">sarah.godzicki@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1940 E Mariposa Ave</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: El Segundo</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Zip: 90245</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone: 630-407-5000</td>
</tr>
</tbody>
</table>

---

#### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joseph Bulaga</td>
</tr>
<tr>
<td>Email: <a href="mailto:Joseph.Bulaga@dupageco.org">Joseph.Bulaga@dupageco.org</a></td>
</tr>
<tr>
<td>Address: FILE 55327</td>
</tr>
<tr>
<td>City: Los Angeles</td>
</tr>
<tr>
<td>Zip: 90074-5327</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
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#### Send Payments To:

<table>
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<tr>
<th>Dept: Information Technology</th>
</tr>
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<tbody>
<tr>
<td>Attn: Daniel Harla</td>
</tr>
<tr>
<td>Email: <a href="mailto:daniel.harla@pcm.com">daniel.harla@pcm.com</a></td>
</tr>
<tr>
<td>Address: FILE 55327</td>
</tr>
<tr>
<td>City: Los Angeles</td>
</tr>
<tr>
<td>Zip: 90074-5327</td>
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<tr>
<td>Phone: 630-407-5000</td>
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#### Ship To:

<table>
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<tbody>
<tr>
<td>Attn: Joseph Bulaga</td>
</tr>
<tr>
<td>Email: <a href="mailto:Joseph.Bulaga@dupageco.org">Joseph.Bulaga@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5000</td>
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</tbody>
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#### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
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<tbody>
<tr>
<td>ASAP</td>
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<td>Wendi Wagner</td>
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#### Use for PO25 only

<table>
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<th>Contract Administrator</th>
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<th>Contract End Date</th>
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#### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<td>EA</td>
<td>j9822A</td>
<td>HPE Aruba 5412R zl2 Switch</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>1110</td>
<td>2,682.53</td>
<td>2,682</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td>H1NA2E</td>
<td>HPE 1 YR FC NBD Exch Aruba 5412C zl2 S SVC for J9822A</td>
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<td>1000</td>
<td>1160</td>
<td>54100</td>
<td>1110</td>
<td>795.89</td>
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<td>J9827A</td>
<td>Aruba 5400R Zl2 Management Module</td>
<td>18</td>
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<td>1160</td>
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<td>1110</td>
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<td>54100</td>
<td>1110</td>
<td>1,933.39</td>
<td>1,933</td>
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---

**Requisition Total**: $25,546

---

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

- All above per quote response 18-054-LG.

---

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

- Please send copy of PO to Wendi Wagner and Sarah Godzicki.

---

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

---

**Packet Pg. 508**
COUNTY OF DU PAGE, ILLINOIS  
Procurement Services  
Quote Tabulation Advise

Quote #18-054-LG  
HPE Aruba  
Quote Opening Date: 2/14/18  
1:30 P.M.

<table>
<thead>
<tr>
<th>Responsible Quotes</th>
<th>Qty: 1</th>
<th>Qty: 1</th>
<th>Qty: 4</th>
<th>Qty: 1</th>
<th>Qty: 6</th>
<th>Qty: 1</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>J9822A HPE Aruba 5412R zl2 Switch</td>
<td>H1NA2E HPE 1Y FC NBD Exch Aruba 5412R zl2 S SVC [for J9822A]</td>
<td>H1NA2E HPE 1Y FC NBD Exch Aruba 5412R zl2 S SVC [for J9822A]</td>
<td>J9827A Aruba 5400R zl2 Management Module</td>
<td>J9993A Aruba 8p 1G/10GbE SFP+ v3 zl2 Mod</td>
<td>J9987A Aruba 24p 1000BASE-T v6 zl2 Mod</td>
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<td>$1,935.24</td>
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<td>$16,805.10</td>
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| Total               |        |        |        |        |        |        |
| Cost                | $25,546.77 | $25,582.99 |

Number of quotes sent: 101  
Vendors viewing quotes: 13  
Quotes received: 2

Larry Gammel  
DuPage County Buyer

2/22/2016
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: SIGNATURE ON FILE

Printed Name: Paul Neiswinger
Title: Vice President, Managed Services
Date: May 3, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
RESOLUTION DT-R-0172-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE DU PAGE WATER COMMISSION
CH 29/GREENBROOK BOULEVARD
FROM COUNTY FARM ROAD TO US 20 (LAKE STREET)
SECTION NO.: 18-00285-02-RS
(COUNTY TO BE REIMBURSED; ESTIMATED $42,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the DuPage Water Commission (hereinafter referred to as COMMISSION) 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 COMMISSION by virtue of its power set forth in the “Water Commission Act of 1985” (70 ILSC 3720/0.01 et seq.) and Division of 125 of Article II of the “Illinois Municipal Code” (65 ILCS 5/11-135-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has prepared plans and specifications for improvements on CH 29, Greenbrook Boulevard from County Farm Road to US 20 (Lake Street) known as Section No.: 18-00285-02-RS (hereinafter referred to as PROJECT); and

WHEREAS, the COMMISSION, prior to the COUNTY’s contract letting for the PROJECT, informed the COUNTY that the COMMISSION was going to install new watermain (hereinafter referred to as WATERMAIN) along Greenbrook Boulevard in the spring of 2018; and

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

DT-R-0172-18

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

Enacted and approved this 22nd 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 DU PAGE WATER COMMISSION
FOR
IMPROVEMENTS RELATING TO THE RESURFACING OF
CH 29/GREENBROOK BOULEVARD
FROM COUNTY FARM ROAD TO US 20 (LAKE STREET)
SECTION NO.: 18-00285-02-RS

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this __ day of __________, 2018, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the DuPage Water Commission (hereinafter referred to as the "COMMISSION"), a unit of local government created and existing pursuant to the Water Commission Act of 1985, 70 ILCS 5/720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., with offices at 600 East Butterfield Road, Elmhurst, Illinois. The COUNTY and the COMMISSION 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 previously prepared pre-final plans for a combined County Farm Road/Greenbrook Boulevard project (hereinafter referred to as the "Combined Project"; and

WHEREAS, prior to contract letting, the COUNTY learned that the COMMISSION was going to install new watermain along Greenbrook Boulevard (hereinafter referred to as "WATERMAIN") in the spring of 2018 by approved permit through the COUNTY; and

WHEREAS, the COUNTY deleted the Greenbrook Boulevard work from the Combined Project contract plans due to the WATERMAIN; and

WHEREAS, the COMMISSION has agreed to reimburse the COUNTY for expenses that the COUNTY will incur or has already incurred as a result of the WATERMAIN along Greenbrook Boulevard as well as other requirements as referenced hereinafter; and
WHEREAS, the COUNTY will, following completion of the WATERMAIN, advertise, let and award a contract for the Greenbrook Boulevard resurfacing project through the Illinois Department of Transportation (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY and the COMMISSION desire to cooperate in the construction of the PROJECT/WATERMAIN because of the benefit of the PROJECT/WATERMAIN to the residents of DuPage County, the COMMISSION and the public; 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 COMMISSION by virtue of its power set forth in Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 55 ILCS 5/11-135-1 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

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 WATERMAIN

2.1. The scope of the WATERMAIN includes, but is not limited to, the installation of approximately 5000 feet of watermain along Greenbrook Boulevard from
Lake Street to County Farm Road and other appurtenant and necessary work.

3.0 SCOPE OF PROJECT

3.1 The scope of the PROJECT includes, but is not limited to, the resurfacing of Greenbrook Boulevard from County Farm Road to US 20 (Lake Street), patching, curb and gutter removal/replacement, drainage structure repairs and other appurtenant and necessary work.

4.0 RESPONSIBILITIES - JOINT

4.1. The COUNTY and COMMISSION agree to cooperate in and make every effort to cause the construction of the WATERMAIN/PROJECT.

4.2. The COUNTY and COMMISSION agree that the contract documents for the PROJECT will need to be revised as a result of the installation of the WATERMAIN.

5.0 RESPONSIBILITIES OF THE COUNTY

5.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, coordinating with the Illinois Department of Transportation (IDOT) for letting/awarding of construction contract, permit processing excluding any permits associated with the WATERMAIN, utility coordination, and construction engineering for the PROJECT.

5.2. Both the COUNTY and COMMISSION 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 COMMISSION regarding the progress of the PROJECT as it relates to the WATERMAIN.
6.0 RESPONSIBILITIES OF THE COMMISSION

6.1. The COMMISSION agrees to reimburse the COUNTY for the expenses as outlined in 7.0 hereinafter.

6.2. The COMMISSION agrees to abide by the permit issued by the County for the WATERMAIN.

6.3. The COMMISSION shall act as the lead agency and be responsible for completing all preliminary and design engineering, letting and award of construction contract, utility coordination and construction engineering for the WATERMAIN.

7.0 REIMBURSEMENT BY THE COMMISSION AND ADDITIONAL REQUIREMENTS

7.1 The COMMISSION agrees to the following reimbursements to the COUNTY:

a. Design engineering costs in the amount of $4,000.00 to remove Greenbrook Boulevard from the Combined Project;

b. Actual third-party design engineering costs estimated in the amount of $33,000.00 for preparation of plans, specifications, estimate of cost for the PROJECT (anticipated letting for the fall of 2018; however, the amount for actual third-party design engineering costs to be paid by the COMMISSION shall not exceed $36,300); and

c. Reimburse the COUNTY $5,000.00 for regular site visits/inspection of the WATERMAIN in progress to ensure compliance with the approved permit, including maintenance of traffic.

7.2 The COMMISSION agrees to the following requirements and commitments to the COUNTY:

a. Provide a five (5) year warranty for the WATERMAIN from date of acceptance by the COUNTY. The COMMISSION shall begin to repair and diligently work to complete the repairs to any defects (e.g. settlement of watermain trench/structures) within 30 days of being notified: however, to the extent that repairs are needed to maintain traffic safety, said repairs will be completed as expeditiously as possible;
b. Require an IDOT prequalified resident engineer to oversee the WATERMAIN and an IDOT prequalified materials engineer to inspect/test/perform quality assurance for any asphalt/concrete work;

c. Invite the COUNTY to meetings concerning the WATERMAIN including pre-construction and progress meetings; and

d. Prior to COUNTY beginning the PROJECT, the parties will hold a joint walk through to identify any deficient areas (e.g., settlement of trench/structures) as a result of the WATERMAIN and strategy to remediate. The COUNTY will perform said remediation as a part of the PROJECT with the COMMISSION’s reimbursement of the actual costs plus an additional ten (10%) percent for construction engineering or the COMMISSION can arrange to have the remediation done at no cost to the COUNTY and in accordance with the County’s Permitting Ordinance. Any costs incurred by the COUNTY due to PROJECT delays caused by deficiencies as a result of the WATERMAIN will be 100% reimbursable by the COMMISSION.

7.3 The COMMISSION agrees to reimburse the COUNTY for the costs referenced in 7.1 and 7.2 hereinabove as follows:

a. $4,000.00 for the re-design cost as referenced in 7.1.a. hereinabove and 50% of the estimated design engineering cost ($16,500.00) as referenced in 7.1.b. hereinabove upon execution of this AGREEMENT and invoice submitted by the COUNTY to the COMMISSION.

b. The balance of the actual design engineering costs as referenced in 7.1.b. hereinabove shall be reimbursed by the COMMISSION upon completion of the Plans, Specifications and Estimate for the PROJECT and invoice submitted by the COUNTY to the COMMISSION.

c. Upon substantial completion of the PROJECT and based upon the documentation of final costs and quantities, the COUNTY shall invoice the COMMISSION for inspection costs of $5,000.00 per 7.1.c., and the costs due per 7.2.d.

d. All invoices submitted by the COUNTY to the COMMISSION shall be paid within sixty (60) days of receipt of said invoices.
8.0 MAINTENANCE

8.1. The COMMISSION shall be responsible for all maintenance of the WATERMAIN and the COUNTY shall be responsible for all maintenance of the PROJECT owned or under the jurisdiction of the COUNTY.

9.0 INDEMNIFICATION

9.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the COMMISSION, 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.

9.1.1. The COUNTY and the COMMISSION 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 COMMISSION as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COMMISSION, any person or entity claiming a right through COMMISSION, 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.

9.2. The COMMISSION shall 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 COMMISSION'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COMMISSION does not hereby waive any defenses or immunity available to it with respect to third parties.

9.2.1. The COUNTY and the COMMISSION acknowledge that the COMMISSION has made no representations, assurances or guarantees regarding the COUNTY’S or any successors’ or assigns’ authority and legal capacity to indemnify COUNTY 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 COUNTY, or any person or entity claiming a right through COMMISSION, or in the event of change in the laws of the State of Illinois governing COMMISSION’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.

9.3. 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 COMMISSION’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
9.4. Nothing contained herein shall be construed as prohibiting the COMMISSION, 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 COMMISSION’S participation in its defense shall not remove COUNTY’S duty to indemnify, defend, and hold the COMMISSION harmless, as set forth above.

9.5. 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.

9.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The COMMISSION’S and COUNTY’S indemnification under Section 9.0 hereof shall terminate when the PROJECT is completed and the COMMISSION assumes its maintenance responsibilities as set forth in Section 8.1 hereof.

10.0 GENERAL

10.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the WATERMAIN/PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

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

10.3. In the event of a dispute between the COUNTY and COMMISSION 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 General Manager of the COMMISSION shall meet and resolve the issue.
10.4. No later than fourteen (14) days after the execution of this AGREEMENT, 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/WATERMAIN. 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.

10.5. 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.

11.0 ENTIRE AGREEMENT

11.1. 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.

12.0 NOTICES

12.1. 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 or email, 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.

DuPage Water Commission
800 East Butterfield Road
Elmhurst, IL 60126-4642
ATTN: John Spatz, General Manager
Phone: 630-834-0100
Facsimile: 630-834-0120
Email: spatz@dpwc.org
County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.snyder@dupageco.org

13.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

14.0 ASSIGNMENT

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

15.0 AUTHORITY TO EXECUTE/RELATIONSHIP

15.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

15.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

16.0 GOVERNING LAW

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

16.2. 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.
17.0 SEVERABILITY

17.1 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.

18.0 FORCE MAJEURE

18.1 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  
DU PAGE WATER COMMISSION

Signature on File

Daniel J. Cronin, Chairman  
DuPage County Board

James Zay, Chairman

ATTEST:

Paul Hinds  
County Clerk
Resolution
DT-R-0173-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ROADWAY AND BRIDGE REHABILITATION
VETERANS MEMORIAL TOLLWAY (I-355)
FROM BUTTERFIELD TO ARMY TRAIL ROAD
COUNTY BRIDGES: GREAT WESTERN TRAIL BRIDGE OVER I-355,
ST. CHARLES ROAD BRIDGE OVER I-355
AND ILLINOIS PRAIRIE PATH BRIDGE OVER I-355
SECTION NO.: 18-00170-03-BR
(ESTIMATED COUNTY COST OF: $248,561.48)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois State Toll Highway Authority (hereinafter referred to as TOLLWAY) 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 TOLLWAY by virtue of its power set forth the “Toll Highway Act” (605 ILCS 10/1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has requested the TOLLWAY make certain repairs to the Great Western Trail Bridge over I-355, the St. Charles Road Bridge over I-355 and the Illinois Prairie Path Bridge over I-355 as a part of the TOLLWAY’s Construction Contract #RR-16-4256 known as County Section No.: 18-00170-03-BR (hereinafter referred to as 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 TOLLWAY 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 TOLLWAY; and
Resolution
DT-R-0173-18

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

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

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

WITNESSETH:

WHEREAS, the PARTIES previously entered into Intergovernmental
Agreements on May 25, 1993 (County Resolution DT-031-93), and February 23, 2010
(County Resolution DT-0006-10), that included but were not limited to the defining of
rehabilitation cost sharing responsibilities and future maintenance and operational
responsibilities where the Veterans Memorial Tollway (I-355), (the "TOLL
HIGHWAY") intersects the COUNTY highway system (the "I-355 AGREEMENTS"),
and depicted as "Exhibit A"; and

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of
traffic and ensure safety to the motoring public, is desirous of improving the TOLL
HIGHWAY, and bridges from Butterfield Road (Mile Post 22.3) to Army Trail Road
(Mile Post 29.8), including the Illinois Prairie Path Bridge (Mile Post 26.3, Bridge
Number 1417), the St. Charles Road Bridge (Mile Post 26.85, Bridge Number 1409),
and the Great Western Trail Bridge (Mile Post 27.1, Bridge Number 1408) (collectively
the "BRIDGES") and included in ILLINOIS TOLLWAY Construction Contract # RR-
16-4256 (the "PROJECT") by making the following improvements:

Work includes mainline pavement and overhead bridge rehabilitation, ramp
rehabilitation, roadway and bridge widening to accommodate an additional through
lane between Butterfield Road and Roosevelt Road, drainage improvements, and
lighting upgrades.

WHEREAS, under separate contract the ILLINOIS TOLLWAY engaged the
services of third parties to inspect and evaluate bridges within the PROJECT limits and
prepare Abbreviated Bridge Condition Reports ("ABCR"); and

The ABCR recommended improvements to the Illinois Prairie Path Bridge include:
Clean and epoxy repair cracks in the crashwall at Pier 1, concrete sealing of all
substructure faces adjacent to traffic, removal and repair of delaminated or
deteriorated concrete patches on floorbeams, patch spalls and cracking on the girders,
bridge fence repair, vegetation and debris removal, and bridge deck concrete sealing.

The ABCR recommended improvements to the St. Charles Road Bridge include:
Crashwall modifications, slope wall crack sealing, slope wall joint sealing, fiber
wrap repair, concrete sealing of substructure faces adjacent to traffic, bridge deck
crack sealing, bridge deck concrete sealing, accelerated deck slab repair, and low
pressure epoxy sealing.

The ABCR recommended improvements to the Great Western Trail Bridge include:
Slope wall crack sealing, slope wall joint sealing, clean and epoxy repair cracks in
the crashwall.

WHEREAS, the COUNTY has reviewed the ABCR’s, and concurs with the
recommended improvements to the BRIDGES; and

WHEREAS, pursuant to the terms of the I-355 AGREEMENTS, COUNTY
maintenance responsibilities of the BRIDGES includes all roadway/path approaches to
the grade separation structure, including but not limited to pavement, curb and gutter,
shoulders, walkways, guardrail, approach slabs and approach embankments outside
access control fences; complete deck and wearing surface above structural beams and
girders, including items in the wearing surface such as, but not limited to, expansion
joints; railing; drainage facilities above structural beams and girders; and all drainage
facilities on COUNTY right of way except such facilities on the grade separation not
mentioned above; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains
pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS
TOLLWAY include as part of the PROJECT additional improvements to the St. Charles
Road Bridge, including the removal and replacement of the sidewalk on all four
quadrants of the bridge, the repair of the east PCC approach pavement at the relief joint,
and the removal of the existing raised pavement markers on the bridge deck, approach
slab and approach pavement and replacement with recessed pavement markers, all
subject to reimbursement from the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains
pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS
TOLLWAY include as part of the PROJECT additional improvements to the Illinois
Prairie Path Bridge and the Great Western Trail Bridge including removal/replacement of
the bridge fences and support posts and reinstallation of the existing sight screen PVC
slates.

WHEREAS, the ILLINOIS TOLLWAY agrees to include all COUNTY requested
repairs and improvements to the PROJECT, subject to reimbursement from the
COUNTY to the ILLINOIS TOLLWAY; and
WHEREAS, the PARTIES wish to continue the rights and responsibilities as outlined in the I-355 AGREEMENTS and the intent of this AGREEMENT is to address and establish the respective responsibilities of the PARTIES that are PROJECT specific, including their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

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

WHEREAS, a cooperative INTERGOVERNMENTAL AGREEMENT is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.

C. The COUNTY shall review the PROJECT plans and specifications which impact the COUNTY’s highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval by the COUNTY of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY’s highways and the BRIDGES. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

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

F. In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, the COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY by the COUNTY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

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

B. The terms of the I-355 AGREEMENTS related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

III. UTILITY RELOCATION

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

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

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

E. In the event that the work proposed by the COUNTY results in a conflict with the ILLINOIS TOLLWAY’s fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The ILLINOIS TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the ILLINOIS TOLLWAY’s fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the ILLINOIS TOLLWAY.

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

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

B. The ILLINOIS TOLLWAY shall require its contractors working on or within the COUNTY’s right of way (as “right of way” is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with Article 107.26 of the Illinois Tollway Supplemental Specifications.

C. The ILLINOIS TOLLWAY shall require that its contractor(s), subcontractors and subrecipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PROJECT’s contracts or any contract that is part of the PROJECT.

D. The ILLINOIS TOLLWAY shall require that the COUNTY, their agents, officers and employees be included as additional named insured on the General Liability insurance the ILLINOIS TOLLWAY requires of its contractor(s).

E. After award of the construction contract(s), any proposed deviation from the PROJECT plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing work on such proposed deviation. The COUNTY shall review the proposed deviation and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications is not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY.

F. After award of the construction contract(s), assuming there are no proposed deviations from the PROJECT plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
G. After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.

H. The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

I. The ILLINOIS TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

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

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

L. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the
COUNTY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT's work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the COUNTY shall have no obligation to pay any cost or expense for any cancelled work. The COUNTY shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the COUNTY.

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

V. FINANCIAL

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

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

C. It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work related to the BRIDGES is:

1. $255,984.50-224,392.84 for construction costs; and
2. $6,811,250,035.13 (5% of construction costs where applicable) for preliminary and design engineering; and,
3. $13,622,451,070.26 (10% of construction costs where applicable) for construction engineering; and,
4. $8,173,476,604,216 (6% of construction costs where applicable) for mobilization, and,
5. $4,086,740,021.08 (3% of construction costs where applicable) for maintenance of traffic,

for a total estimated cost of $288,678,382,485,561.48. Itemized costs for each of the BRIDGES depicted on “Exhibit B” attached.

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

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

F. The TOLLWAY and the COUNTY shall maintain, for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.

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

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means the COUNTY.

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

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

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

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

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

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or
destruction to roadway facilities or rights of way of the parties hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

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

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

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

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

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

11. The term “grade separation structure” refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

D. The PARTIES generally agree that there are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way. These bridge types are:
1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

3. Type 3. An intersection where partial or complete ramps interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-355 in its entirety.

B. The COUNTY shall continue its maintenance of the right-of-way of the Illinois Prairie Path Bridge, the St. Charles Road Bridge, and the Great Western Trail Bridge. The COUNTY will maintain any PROJECT improvement the ILLINOIS TOLLWAY is constructing as part of the PROJECT for the COUNTY at the COUNTY's request, in its entirety.

C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following local road(s):

<table>
<thead>
<tr>
<th>Type of Bridge Structure</th>
<th>Affected Local Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 2</td>
<td>Illinois Prairie Path</td>
</tr>
<tr>
<td>Type 2</td>
<td>St. Charles Road</td>
</tr>
<tr>
<td>Type 2</td>
<td>Great Western Trail</td>
</tr>
</tbody>
</table>

D. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

1. The COUNTY has all maintenance responsibility as to the following:

   a. All existing COUNTY right of way highway and approaches to any of the BRIDGES, including but not limited to pavement, curb and gutter, shoulders, guardrail, fences and screening, approach embankments outside access control fences, and bituminous repair of approach slabs.

   b. The following portions of the BRIDGES:

      i. The wearing surface;
      ii. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
      iii. Guardrail;
iv. Fences and screening;

v. Drainage facilities above structural beams and girders;

vi. All lighting except underpass;

vii. All COUNTY signals, signs, and pavement markings;

viii. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

ix. All drainage facilities carrying exclusively COUNTY drainage;

x. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-355.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the BRIDGES not otherwise maintained by the COUNTY as set forth herein above, including but not limited to the following:

a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

b. All fences along ILLINOIS TOLLWAY routes, except COUNTY highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

e. Any underpass lighting.

E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;

2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).

3. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
F. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and ILLINOIS TOLLWAY facilities within the limits of the PROJECT.

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

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

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

IX. GENERAL PROVISIONS

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

B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of the Illinois Prairie Path, St. Charles Road, and the Great Western Trail, traversed or affected by I-355 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

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

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

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

G. The ILLINOIS TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.

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

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

J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.
K. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

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

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

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

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

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

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

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

Q. The ILLINOIS TOLLWAY shall maintain for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the COUNTY’s Auditor, the ILLINOIS TOLLWAY’s Inspector General and the Tollway agrees to cooperate fully with any audit conducted by the COUNTY’s Auditor and to provide full access to all relevant materials

R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE COUNTY OF DU PAGE

By: ____________________________ Attest: ____________________________
    Daniel J. Cronin                               Paul Hinds
    Chairman, DuPage County Board                  County Clerk

Date: ____________________________

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: ____________________________ Date: ____________________________
    Elizabeth Gorman
    Executive Director

Approved as to Form and Constitutionality
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

IGA_DuPage County Prairie Path-St. Charles-Great Western over I-355_Final.04.24.18
RESOLUTION
DT-031-93

Intergovernmental Agreement Between the Illinois Toll Highway Authority and DuPage County for the North/South Tollway Section 1 and Winfield Road Tollway Ramps/Finley Road (Section 2)

SECTION 1

THIS AGREEMENT, made and entered into this 25th day of May, 1993, by and between The Illinois State Toll Highway Authority (hereinafter called the "AUTHORITY"), and the County of DuPage of the State of Illinois (hereinafter called the "COUNTY");

WITNESSETH:

WHEREAS, the AUTHORITY is an instrumentality and administrative agency of the State of Illinois, authorized by law to construct, administer, operate and maintain a system of toll highways within and through the State of Illinois, including the North-South Tollway; and

WHEREAS, the COUNTY is a body politic and corporate of the State of Illinois, authorized by law to construct, administer, operate and maintain county highways and facilities, including those affected by the North-South Tollway; and

WHEREAS, the AUTHORITY has the power to construct, administer, operate, regulate and maintain toll highways within the State of Illinois including the power to construct grade separations and interchanges at intersections with public roads, including county highways, intersected by the toll highway system, and to change and adjust the lines and grades thereof so as to accommodate same to the design of such grade separations; and

WHEREAS, pursuant to authority granted to it by the Illinois General Assembly, the AUTHORITY has constructed a toll highway running generally from Army Trail Road (West of Route 53) in Addison, Illinois, to I-55 near Bolingbrook, Illinois, along an alignment generally following that of existing Illinois Route 53 in a corridor west of Lombard and Downers Grove and east of Wheaton and Naperville; and

WHEREAS, the toll highway constructed by the AUTHORITY consists of access-controlled roadways generally between the aforementioned
termini, including grade separations, interchanges, toll plazas, structures, buildings and appurtenances, and wetland areas generally known as the "North-South Toll Highway" (hereinafter referred to as the Toll Highway); and

WHEREAS, the Toll Highway intersects the County Highway System at various locations, including Army Trail Road, St. Charles Road, Illinois Prairie Path, Finley Road, Warrenville Road, Maple Avenue, Hobson Road, 63rd Street, 75th Street, Great Western Trail, Crescent Boulevard, Boughton Road and other locations as designated in the final Toll Highway alignment, and certain modifications and improvements were made to the County Highway System as a part of the construction of the Toll Highway; and

WHEREAS, the AUTHORITY and the COUNTY desire as part of this Agreement to establish an equitable division of maintenance and operational responsibilities at the intersections between County Highways and the Toll Highway in order to assure proper maintenance thereof and safety to the motoring public; and

WHEREAS, the construction of the Toll Highway is of benefit to the people of DuPage County, the State of Illinois and all patrons of the AUTHORITY; and

WHEREAS, the COUNTY, by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and "Highway Code" (605 ILCS 5/5-101 et seq.) and the AUTHORITY, by virtue of its power set forth in "An Act in relation to the construction, operation, regulation and maintenance of a system of toll highways, etc." (605 ILCS 10/1 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 VII, Section 10 of the Constitution and the "Intergovernmental Cooperation Act" (605 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - CONSTRUCTION

1. The AUTHORITY has made surveys, prepared plans and specifications, received bids, awarded contract(s), furnished engineering inspection services during construction and caused the Toll Highway and its appurtenances, modifications and improvements to County Highways to be built in accordance with approved plans, specifications and contracts, all at AUTHORITY expense, except as otherwise provided in this Agreement.
2. All costs and expenses for the work (design, construction inspection, and construction) performed in connection with the Toll Highway Project have been paid by the AUTHORITY.

3. The AUTHORITY, at its sole cost and expense, designed and installed all traffic signals (both temporary and permanent) at interchanges with County Highways. The AUTHORITY, at its sole cost and expense, has designed and installed interconnections between signals located at Toll Highway ramps. All traffic control devices (including signals, interconnection systems, surveillance systems, signs and markings) have been installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect at the time of preparation of final plans and specifications; they are compatible with either existing County traffic signal interconnection equipment or traffic control devices as shown in the AUTHORITY's final plans and specifications approved by the COUNTY.

4. The AUTHORITY has, at its sole cost and expense, acquired all right-of-way (including access control) required in connection with the approved final plans and specifications.

5. The COUNTY accepts all work, or portions thereof, involving County Highways and/or structures. Said acceptance includes jurisdiction over, responsibility for and maintenance of said highways and/or structures by the COUNTY. The AUTHORITY has assumed jurisdiction of, responsibility for, and maintenance of those portions of work involved on the Toll Highway. Maintenance responsibilities shall be in accord with Article III hereof.

6. The AUTHORITY agrees that the COUNTY has no financial obligation to the AUTHORITY for construction of the North-South Tollway or any associated work done by the AUTHORITY on County roads, other than for items previously paid to the AUTHORITY by the COUNTY.

ARTICLE II - RIGHT-OF-WAY

1. The COUNTY shall convey to the AUTHORITY, by quit claim deed, fee simple title to all rights, title and interests in land and property owned or controlled by the COUNTY identified by the AUTHORITY and the COUNTY as lying within the final Toll Highway alignment.
Crossroad Bridges: The AUTHORITY will grant permanent easements to the COUNTY for existing COUNTY roads crossing over the AUTHORITY'S tollway mainline.

The parties agree to co-operate with one another in conveying and granting property interests necessary to fulfill the intent of this agreement.

2. The AUTHORITY will grant to the COUNTY a twenty (20) foot nonexclusive permanent easement within and along either the eastern or western edge of AUTHORITY right-of-way for the purpose of the COUNTY's constructing and maintaining a bicycle/walking path. If such an easement cannot, as determined by the AUTHORITY reasonably be granted due to construction, maintenance or traffic conditions, the AUTHORITY is under no obligation to grant said right-of-way for said bicycle/walking path.

3. The COUNTY will construct and maintain, at its sole expense, any necessary barriers at the outer edge of this easement if not in place or maintain any existing barriers, and will construct to AUTHORITY requirements, at its sole expense, any barriers deemed necessary by the AUTHORITY at the inner edge between the COUNTY easement and AUTHORITY right-of-way. The COUNTY shall indemnify and save harmless the AUTHORITY, its officers, directors, employees and agents from any and all liability arising from COUNTY'S construction, maintenance and use of said bicycle/walking path, including reasonable costs and attorneys fees incurred by the AUTHORITY in defense thereof. Any COUNTY insurance pertaining to said bicycle/walking path shall name the AUTHORITY as additional insured.

4. This opportunity to construct shall only be in force for five (5) years after execution of this Agreement. If said bicycle path is not substantially completed by that time, such easement shall extinguish and all rights in the property shall immediately revert back to the AUTHORITY.

ARTICLE III - MAINTENANCE

A. Definitions

1. For purpose of dividing maintenance responsibilities between the AUTHORITY and the COUNTY at intersections between County Highways and the Toll Highway, said intersections are divided for consideration in this
Agreement into the following three (3) classifications:

(a) An intersection where a grade separation structure has been constructed to carry the Toll Highway over a County Highway, designated in this Agreement as a Type "T-O" Intersection.

(b) An intersection where a grade separation structure of a type other than a segmental box girder has been constructed to carry a County Highway over the Toll Highway, designated in this Agreement as a Type "C-O" Intersection.

(c) An intersection where segmental box girder structure has been constructed to carry a County Highway over the Toll Highway, designated in this agreement as a Type "BG" Intersection.

2. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping a facility in good and sufficient repair (including reconstruction thereof when needed) at all times to facilitate the convenient flow of traffic and so as not to endanger any of the adjacent highway facilities of either of the parties hereto, and shall include preservation of the structural integrity of the original facility and subsequent improvements, perpetuation of ground cover on embankment slopes, and removal of ice, snow, dirt and debris and mowing and care of vegetation where necessary.

3. As used herein, the term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.

B. Type "T-O" Intersections

1. At all Type "T-O" Intersections the COUNTY shall maintain, or cause to be maintained, the following:

(a) All County Highway roadways, guardrail and other protective devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separations structure.
(b) All drainage facilities on County right-of-way which drain County Highway facilities, except such facilities installed by the AUTHORITY on County property for the purpose of carrying exclusively Toll Highway drainage.

(c) All underpass lighting, where required, including energy charges therefor.

2. At all Type "T-0" Intersections the AUTHORITY shall maintain or cause to be maintained all portions of the intersection not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within AUTHORITY access control fencing, and fences.

C. Type "C-0" Intersections

1. At all Type "C-0" Intersections the COUNTY shall maintain or cause to be maintained the following:

(a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.

(b) The following portions of the grade separation structures:

(1) Complete deck and wearing surface above structural beams and girders, including items in the wearing surface such as but not limited to, expansion joints.

(2) Railing.

(3) Drainage facilities above structural beams and girders.

(c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and
facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.

2. At all Type "C-0" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:

   (a) All structural parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

   (b) All fences along both routes installed to protect the Toll Highway;

   (c) All bridge deck downspouts, from a clean-out installed directly below the scuppers, to the outfall;

   (d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to, those installed on private property, or on County property for the exclusive purpose of carrying Toll Highway drainage;

   (e) All underpass lighting, including related energy charges therefore.

D. Type "BG" Intersections

1. At all Type "BG" Intersections the COUNTY shall maintain or cause to be maintained the following:

   (a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.

   (b) The following portions of the grade separation structures:
(1) Expansion Joints;

(2) Railing;

(3) Walkways;

(4) Drainage Facilities from the drain scuppers to the first clean-out;

(5) Any additional wearing surface which may be added to the deck subsequent to the original construction;

(6) Any and all minor deck patching of the wearing surface.

(c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.

(2) At Type "BG" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:

(a) All structural parts of the grade separation structure, including but not limited to bearings, box girders, slope walls, abutments and piers;

(b) All fences along both routes to protect the Toll Highway;

(c) All bridge deck downspouts, from the first clean-out to the outfall;

(d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to those installed on private property, or on County
Property for the exclusive purpose of carrying Toll Highway drainage;

(e) All underpass lighting, including energy charges therefore.

E. General Maintenance Provisions

1. The COUNTY and the AUTHORITY agree to remove all snow and ice from their respective roadways, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the COUNTY or the AUTHORITY. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entering into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and debris.

2. To the extent that maintenance by either the COUNTY or the AUTHORITY directly affects the other's roadways and structures, any maintenance work required by this Agreement to be performed by a party and not timely or properly performed may be performed by the other party, subject to reimbursement. However, it is agreed that ten (10) working days advance written notice identifying the work to be performed will be served on the other party, accompanied by a demand that the maintenance work be performed within a reasonable specified time. If the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform the identified work within the time specified, the other party shall have the option of performing said maintenance and shall be entitled to reimbursement therefore.

In such event, the party who performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs, fees and expenses incurred in carrying out said maintenance work.

3. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this Agreement to be maintained by the AUTHORITY shall be the sole maintenance responsibility of the AUTHORITY.
4. The COUNTY shall provide power for and be solely responsible for the maintenance, repair, and reconstruction (including interconnections and master controller) of all traffic signals at intersections of county highways and toll highway ramps. The COUNTY shall also be responsible for the sequence of operation and timing of these signals, giving due regard to AUTHORITY traffic. When requested by the AUTHORITY, the COUNTY shall review the sequence and timing of its traffic signals, giving due consideration to the safety and convenience of the AUTHORITY's patrons and traffic seeking to enter or leave the toll highway in relation to traffic demand along intersecting roads.

ARTICLE IV - GENERAL

1. It is understood and agreed that this is an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the COUNTY of DuPage in the State of Illinois.

2. It is understood and agreed by the parties hereto, that the AUTHORITY shall have jurisdiction of the Toll Highway. The COUNTY shall retain jurisdiction of County Highways traversed or affected by the Toll Highway except as otherwise expressly provided for in this Agreement. For the purposes of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.

3. It is understood and agreed by the parties hereto, that any future improvements to the Toll Highway, including new or modified interchanges and ramp additions which directly affect the County Highway System or property, will be reviewed and coordinated between the AUTHORITY and COUNTY. Unless expressly provided for in separate agreements, said future modifications will be governed by the terms of this Agreement.

4. Wherever in this Agreement the approval or review of either the AUTHORITY or the COUNTY is provided for, said approval or review shall not be unreasonably delayed or withheld.

5. Any dispute concerning the final plans and specifications or the final alignment that is not resolved as provided in Articles I and II hereof, shall be resolved by meeting between the Executive Director of the AUTHORITY and appropriate COUNTY officials or designated representatives of either party.
6. If, based on the final alignment, any County Highways or roadways need to be vacated or closed, the COUNTY shall authorize said vacatings or closings by the necessary County resolutions and/or ordinances.

7. THIS AGREEMENT shall be executed in six (6) counterparts, each of which shall be deemed an original.

8. THIS AGREEMENT and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Nothing contained herein shall be deemed to create any third-party beneficiary rights of any rights to specific members of the general public.

SECTION 2

WHEREAS, the COUNTY, acts by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and the AUTHORITY, acts by virtue of its power set forth in "An Act in relation to the construction, operation, regulation, and maintenance of the system of toll highways, etc." (605 ILCS 10/1 et seq.); and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate, and such an agreement is authorized and encouraged by Article VII, Sec. 10 of the Constitution and the "Intergovernmental Cooperation Act" (5/ILCS 120/1 et seq.); and

WHEREAS, it is the intent and declared policy of the Illinois General Assembly that an integrated system of highways and streets is essential to the general welfare and to the agricultural, industrial, recreational, and social development of the State (605 ILCS 5/1-102); and

WHEREAS, the AUTHORITY and the COUNTY, in order to facilitate the free flow of traffic and to ensure safety to the motoring public, are desirous of constructing an interchange at the intersection of Winfield Road and the East-West Tollway Interstate Route 88 in Winfield Township, DuPage County, Illinois (hereinafter the "PROJECT"); and

WHEREAS, the improvement to be covered by this Agreement, shall consist of a full interchange in a tight diamond configuration, including entrance and exit ramps for north and southbound traffic to enter both the east and westbound East-West Tollway, the construction of acceleration and deceleration lanes to accommodate ramp movements and the construction of outer ramps which will include ramp toll collection facilities and telecommunication systems to provide for
traffic movements to and from the east and west, said improvement to be hereinafter called the PROJECT, a drawing of said PROJECT is attached hereto as "Exhibit A"; and

WHEREAS, all of the aforesaid improvements will be of benefit to the people of Illinois in general and the COUNTY, and to the patrons of the AUTHORITY; and

WHEREAS, it was also necessary for the AUTHORITY to relocate Finley Road between Warrenville Road and 35th Street to allow construction of the North-South Tollway; and

WHEREAS, the COUNTY holds title to the right-of-way along the original alignment of Finley Road; and

WHEREAS, the AUTHORITY has purchased property on which Finley Road has been reconstructed; and

WHEREAS, it is desirable for the COUNTY to quit claim to the AUTHORITY excess right-of-way on the original alignment of Finley Road in return for right-of-way quit claimed from the AUTHORITY to the COUNTY on the current alignment of Finley Road; and

WHEREAS, it is in the best interests of the AUTHORITY and the COUNTY to enter into this Agreement.

NOW, THEREFORE, in consideration of foregoing preambles and the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

INTERCHANGE AT
WINFIELD ROAD AND EAST-WEST TOLLWAY

I - FINANCIAL OBLIGATIONS

1. The COUNTY agrees to pay the AUTHORITY $465,000.00 for resident engineering within sixty (60) days of a construction contract award.

2. The COUNTY agrees to reimburse the AUTHORITY for 25% of the estimated PROJECT costs of $10,000,000.00. In the event the actual PROJECT costs exceed $10,000,000.00, the COUNTY agrees to reimburse the AUTHORITY for 30% of the additional costs.

3. The COUNTY agrees to pay 100% of all utility relocation costs, if any, necessary for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto).
II - RIGHT-OF-WAY ACQUISITION

1. The COUNTY agrees to provide the AUTHORITY with fee simple title to all property needed by the AUTHORITY for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto) unless otherwise agreed to by the AUTHORITY and COUNTY.

2. If necessary right-of-way is available, and there are no utility related issues, and if the AUTHORITY does not issue a contract within six months for the tollway ramp construction the COUNTY will have the option of cancelling this entire Agreement.

III - CONSTRUCTION AND CONSTRUCTION ENGINEERING

1. The AUTHORITY agrees to furnish all engineering and inspection during construction, and to cause the PROJECT to be built in accordance with the approved plans, specifications and contract.

2. Any proposed changes in plans or specifications affecting the COUNTY shall be submitted to the COUNTY for prior written approval. Said approval(s) shall not be unreasonably delayed or withheld.

3. The parties agree to proceed in good faith and exercise due diligence in discharging their respective obligations under this Agreement.

4. The AUTHORITY shall give fifteen (15) days notice to the COUNTY prior to commencement of construction work on the PROJECT.

5. The AUTHORITY shall have full responsibility for the installation, maintenance and removal of traffic control devices along Winfield Road and the East-West Tollway associated with or required by construction activities, and may delegate this responsibility to its contractor. Said contractor shall be required to meet regularly with the COUNTY and AUTHORITY representatives in order to keep them abreast of maintenance of traffic changes or deficiencies, and to give them 24-hour minimum notice of proposed phase changes. The contractor shall comply with all specifications for traffic control contained in the contract. Should the contractor fail to install or maintain traffic control on Winfield Road as provided for in approved plans and specifications, upon prior written notice to the AUTHORITY and the contractor, the COUNTY shall have the right to
perform the work on a force account basis at the expense of the contractor, said expense to be deducted from any payments due the contractor from the AUTHORITY.

6. The COUNTY and the contractor shall meet with the AUTHORITY at the preconstruction meeting, at which time the contractor shall present for the approval of the AUTHORITY the traffic control devices and procedures he intends to use on the PROJECT.

7. If any of the proposed construction on the PROJECT requires the AUTHORITY to adjust or relocate existing Tollway facilities that are not included in the plans reviewed and approved per this AGREEMENT, the AUTHORITY shall perform such work on a force account basis, and all costs and expenses incurred therefore shall be reimbursed by the COUNTY, provided the COUNTY agrees with the AUTHORITY that such work is necessary.

8. The AUTHORITY shall require the contractor to indemnify and hold harmless the COUNTY in accordance with the indemnification provided in Article 107.14 of the AUTHORITY's "Standard Specifications for Road and Bridge Construction", adopted March 1, 1987. This requirement shall be included in the special provisions for the construction contract.

9. The AUTHORITY shall require that the contractor execute full and complete releases of the COUNTY from any and all claims of the contractor prior to making final payment to the contractor.

10. The AUTHORITY shall require that the COUNTY, and their agents and employees, be included as additional insured parties in all insurance required of the contractor, and that the COUNTY be added as an additional protected party on all performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the COUNTY prior to commencement of construction. This requirement shall be included in the special provisions for the construction contract.

11. The COUNTY shall have all reasonable rights of inspection of the work on COUNTY right-of-way during the progress thereof. No inspections or approvals of the work by the COUNTY shall relieve the contractor of responsibility and liability for the proper prosecution of the work, and such inspection and approvals shall not be considered a waiver of any rights the COUNTY may have pursuant to this Agreement or the contract (with the contractor).
12. The AUTHORITY shall not issue semfinal payment to the contractor for the work on the PROJECT until all work is substantially complete and reviewed by the COUNTY as being in conformance with the approved plans and specifications.

IV - MAINTENANCE

1. Upon completion of the PROJECT it is agreed that the maintenance responsibilities therefor shall be divided between the COUNTY and the AUTHORITY as follows:

a. The COUNTY shall maintain or cause to be maintained:

   (1) All thru lanes, turning lanes, median, curbs, gutters, shoulders, guardrail, signs (excluding Tollway signs), drainage installations, slopes and embankments adjacent to the thru lanes, and normal appurtenances within the Winfield Road right-of-way and not inaccessible by reason of access control fencing.

   (2) All drainage facilities for carrying exclusive COUNTY drainage. This shall include any detention facilities and appurtenances.

   (3) All COUNTY highway grassed areas and embankments.

   (4) All street lighting and signalization on Winfield Road and at ramp termini, including energy costs.

   (5) Traffic signals, including timing.

b. The AUTHORITY shall maintain, or cause to be maintained, the following:

   (1) The entire Tollway overpass structure, including but not limited to approaches, all highway facilities, substructures and superstructures and the complete deck and wearing surface of the structure carrying the East-West Tollway over Winfield Road and any and all of its future improvements, replacements or modifications.

   (2) All exit ramps and entrance ramps between Winfield Road and the East-West Tollway to the point where the ramps meet Winfield Road mainline pavement, including ramp shoulders, embankments, drainage structures and curbs and gutters and/or guardrail adjacent thereto.
3. All drainage facilities which carry exclusive Tollway drainage.

4. All grassed areas and embankments within the AUTHORITY right-of-way not previously specified to be maintained by the COUNTY.

5. All Tollway ramp lighting, including energy costs.

6. All access control fences that protect AUTHORITY property.

7. All ramp, toll collection and telecommunication equipment and facilities, including energy costs.

8. All stormwater and runoff detention facilities containing COUNTY and AUTHORITY drainage, as provided for in the final plans and specifications for the PROJECT. The COUNTY will obtain approval of the AUTHORITY prior to any construction, reconstruction, or modifications of its system which will affect the runoff into or discharge into said detention facilities.

2. As used herein the terms "maintenance" or "maintain" (where applicable) shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and facilities to assure safe and continued use and preservation including, but not limited to, snow and ice control, pavement patching, the removal of dirt and debris and the upkeep of grassed and infield areas.

3. Any maintenance work required to be performed by a party to this Agreement may be performed by the other party, following ten (10) days advance written notice identifying the work to be performed within a reasonable specified time, if the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform. In such event, the party who thereafter performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance.

4. These maintenance provisions shall supplement any prior maintenance agreements to this interchange. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entry into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and other debris.
RIGHT-OF-WAY TRANSFER FINLEY ROAD

1. The COUNTY agrees to transfer all of its right, title, and interests in the right-of-way on the original alignment of Finley Road which is not required for construction and maintenance of relocated Finley Road. The (legal) description of the parcels the COUNTY will convey to the AUTHORITY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.

2. The AUTHORITY agrees to convey all of its right, title, and interests in the right-of-way for the current alignment of Finley Road to the COUNTY. The (legal) description for the parcels to be conveyed from the AUTHORITY to the COUNTY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.

3. The parties agree that no cash will be exchanged in conjunction with these transfers.

Nothing contained herein shall be construed to create any third party beneficiary rights.

This Agreement and all of its terms and provisions shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto acting by and through their officers, thereunto duly authorized have affixed their hands and seals all as of the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signature on File

By: 

ATTTEST:

Signature on File
APPROVED AS TO FORM AND CONSTITUTIONALITY
Signature on File

ATTORNEY GENERAL, STATE OF ILLINOIS

COU NTY OF D UPAGE
Signature on File

Ayes: 13
Present: 1
Absent: 10

By:
Aldo E. Botti, Chairman
DuPage County Board

Signature on File

Gary A. King, County Clerk
### Schedule A

<table>
<thead>
<tr>
<th>PARCEL</th>
<th>AREA OF CONVEYANCE FROM COUNTY TO TOLLWAY IN ACRES</th>
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RESOLUTION

DT-0006-10

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE COUNTY OF DU PAGE

CH 7/ST. CHARLES ROAD BRIDGE REPAIR AT I-355
SECTION 09-00071-04-BR

(ESTIMATED COUNTY COST OF: $247,250.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the
Illinois State Toll Highway Authority (hereinafter "TOLLWAY") in order to
facilitate the free flow of traffic and to ensure the safety of the
motorizing public desire to improve the Veterans Memorial Tollway (I-355)
and bridges from north of CH 2/Finley Road to CH 11/Army Trail Road
(hereinafter "PROJECT"); and

WHEREAS, the COUNTY has requested the TOLLWAY make certain repairs
to the bridge and bridge appurtenances that carry CH 7/St. Charles Road
over I-355 (hereinafter called the "WORK") as a part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement (hereinafter “AGREEMENT”)
has been prepared and attached hereto, which outlines the financial
participation of the parties related to Preliminary and Design
Engineering, Construction Engineering and the Construction costs for the
WORK; and

WHEREAS, the total estimated cost for the COUNTY portion of the
WORK is estimated to be $247,250.00; and

WHEREAS, sufficient funds have been appropriated to pay for the
WORK; and

WHEREAS, said AGREEMENT must be executed before the TOLLWAY will
authorize construction on the WORK for the COUNTY.

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

BE IT FURTHER RESOLVED, that two (2) original copies of the
Resolution and AGREEMENT be sent to the TOLLWAY, through the DuPage
County Division of Transporta-

Enacted and approved this

Ayes: 15
Absent: 3

ATTEST:

Packet Pg. 564
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE
COUNTY SECTION 09-00071-04-BR

This INTERGOVERNMENTAL AGREEMENT, hereinafter called the
"AGREEMENT" is entered into this 23rd day of February, AD, 2010, by and
between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality
and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY",
and THE COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois,
hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are hereinafter
sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES previously entered into an Intergovernmental
(hereinafter referred to as "NORTH-SOUTH TOLLWAY AGREEMENT"), in part, for
the construction of the North-South Tollway that is now known as the Veterans Memorial
Tollway (I-355) that included, but was not limited to, right of way acquisition and the
establishment of future maintenance and operational responsibilities; and

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and
ensure safety to the motoring public, is desirous of improving the Veterans Memorial
Tollway (I-355) and bridges from north of Finley Road to Army Trail Road (TOLLWAY
construction Contract RR-08-5572) as follows:

The Veterans Memorial Tollway (I-355) is proposed to be resurfaced; ramps will be
repaired; drainage structures repaired; the median barrier wall will be reconfigured and
raised; guardrail, traffic barriers, safety appurtenances, overhead and ground mounted
signing will be replaced; existing noise abatement walls will be repaired and a new noise
wall will be constructed; lighting brackets and luminaries will be removed from overhead
sign structures; and the St. Charles Road Bridge over I-355 will be repaired (hereinafter
called the "PROJECT"); and

WHEREAS, the PARTIES wish to continue the rights and responsibilities as
outlined in the NORTH-SOUTH AGREEMENT and the intent of this AGREEMENT is
to address and establish the respective responsibilities of the PARTIES that are
PROJECT specific; and

WHEREAS, the TOLLWAY, has given the COUNTY the opportunity to review
and comment on the Bridge Condition Reports for the St. Charles Road Bridge over I-
355 (SN022-9955) prepared by the TOLLWAY and incorporated herein by reference, of
which the COUNTY has maintenance responsibility for the bridge deck and other
appurtenances; and
WHEREAS, after review of the Bridge Condition Report, the COUNTY requests that the TOLLWAY include in its PROJECT the following additional repairs to the bridge: removal and replacement of the expansion joints, epoxy crack repair, and deck slab repair (full or partial depth patching), approach roadway work including removal and replacement of curb and gutter, bituminous walkway adjustments, guardrail removal and replacement on the four quadrants of the bridge and other appurtenant work; and

WHEREAS, the TOLLWAY agrees to the COUNTY's request to repair that portion of the bridge structure that is the maintenance responsibility of the COUNTY as outlined herein; and

WHEREAS, the TOLLWAY and the COUNTY by this instrument, desire to determine and establish their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

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

WHEREAS, a cooperative INTERGOVERNMENTAL AGREEMENT is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

A. The TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. The COUNTY shall review the plans and specifications for the PROJECT which impact that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY within thirty (30) calendar days of receipt thereof. After review, the COUNTY will send a letter or electronic mail to the TOLLWAY indicating its approval, or its disapproval. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY. In the event of disapproval, the COUNTY will detail in writing or electronic mail its objections to the proposed plans and
specifications for review and consideration by the TOLLWAY. Notwithstanding any disapproval by the COUNTY, the TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate. In the event the Chief Engineer chooses to disregard objections by the COUNTY for portions of the project strictly related to COUNTY highways and appurtenances, the TOLLWAY agrees to assume all increased costs over those in the applicable plans and specifications that result from the Chief Engineer's rejection of such objections. The COUNTY agrees to reimburse the TOLLWAY for any increased costs resulting from the TOLLWAY's acceptance of the COUNTY's objections.

C. Any dispute concerning the plans and specifications for the PROJECT shall be resolved in accordance with Section IX of this AGREEMENT.

D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.

E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the parties hereto in support of general project schedules and deadlines. All parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

A. It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications.

B. The terms of the NORTH-SOUTH TOLLWAY AGREEMENT related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

III. UTILITY RELOCATION

A. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of all utilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities impacted as part of the PROJECT.

C. The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by improvements to the St. Charles Road Bridge as proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.

D. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT for adjustments to existing TOLLWAY utilities as well as permitted utilities located within existing TOLLWAY rights of way, where improvements to I-355 are proposed to be done as part of the PROJECT, at no expense to the COUNTY.

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

F. In the event that the work proposed by the COUNTY results in a conflict with the TOLLWAY’s fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the TOLLWAY’s fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the TOLLWAY.

G. At all locations where the TOLLWAY’s infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be
IV. CONSTRUCTION

A. The TOLLWAY shall stipulate in its contract for the PROJECT that the St. Charles Road Bridge work must be completed by September 17, 2010 to facilitate the COUNTY’s proposed resurfacing work, due to other local agencies working in the PROJECT area during this timeframe. The TOLLWAY shall also include a note in its plans to require that their contractor(s) cooperate with other contractor(s) working in the area.

B. The TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering and inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as hereinafter stipulated.

C. After award of the construction contract(s), the TOLLWAY shall ask the COUNTY for approval of the bridge deck patching layout. The COUNTY shall review the proposed patching layout on site within five (5) calendar days and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed patching layout is not acceptable, the COUNTY shall detail in writing or electronic mail its specific objections.

D. After award of the construction contract(s), any proposed changes from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed changes and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed change to the plans and specifications are not acceptable, the COUNTY shall detail in writing or by electronic mail its specific objections. If the TOLLWAY receives no written response or electronic mail from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY.

E. After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day’s written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.
F. The TOLLWAY shall require its contractor(s) working within the COUNTY’s rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority’s Standard Specifications subsequently in effect.

G. The TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

H. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY’s system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY’s system, and will send notices in writing or by electronic mail to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys’ fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY’s or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY’s obligations pursuant to this paragraph.

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

J. No inspections or approvals of the specifications or the work by the COUNTY or its employees, officers or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the COUNTY may have pursuant to this AGREEMENT. All COUNTY communications and correspondence with the TOLLWAY's contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically in writing or by electronic mail approved by the Chief Engineer of the TOLLWAY. In the event a COUNTY representative discovers COUNTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications,
the representative shall promptly notify the Chief Engineer of the TOLLWAY or
the Chief Engineer's duly designated representative in writing or by electronic
mail.

K. The TOLLWAY shall give notice to the COUNTY upon completion of 70% and
100% of all PROJECT construction contracts to be subsequently maintained by
the COUNTY, and the COUNTY shall make an inspection thereof not later than
ten (10) calendar days after written or electronic mail notice thereof. If the
COUNTY does not perform a final inspection within ten (10) calendar days after
receiving said notice of completion of 100% of all PROJECT construction
contracts or other inspection arrangements are not agreed to by the parties hereto,
the PROJECT shall be deemed accepted by the COUNTY. At the request of the
COUNTY, the TOLLWAY's representative shall join in on such inspection. In
the event said inspections disclose work that does not conform to the approved
final plans and specifications, the COUNTY's representative shall give immediate
verbal notice to the TOLLWAY's representative of any deficiency, and shall
thereafter deliver or transmit by electronic mail within five (5) calendar days a
written list identifying such deficiencies to the Chief Engineer of the TOLLWAY.
Deficiencies thus identified shall be subject to joint re-inspection upon completion
of the corrective work. The COUNTY shall perform such joint re-inspections
within seven (7) calendar days after receiving written or electronic mail notice
from the TOLLWAY that the deficiencies have been remedied.

L. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel
or alter any or all portions of the work due to circumstances either unknown at the
time of bidding or arising after the Contract(s) was entered into, in accordance
with the TOLLWAY Standard Specifications Supplemental Specifications for
construction, issued on June 1, 2008 or the Canceled Items provision in the
current version of the Illinois State Toll Highway Authority's Standard
Specifications subsequently in effect. The TOLLWAY agrees that the COUNTY
shall not be responsible for any costs or associated PROJECT cost increases for
COUNTY work cancelled or altered by the TOLLWAY pursuant to this
paragraph unless work is cancelled at the direction of the COUNTY in which case
the COUNTY shall be responsible for costs already incurred prior to the
cancellation of the work.

V. FINANCIAL

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

B. It is mutually agreed by the parties hereto that preliminary and design engineering
costs shall be computed as 5% of the actual construction costs and construction
engineering is 10% of actual final construction costs.
C. It is mutually agreed by the parties hereto that the estimated cost to the COUNTY is $215,000 for construction costs, $10,750 (5% of the COUNTY's share of construction costs) for preliminary and design engineering, and $21,500 (10% of the COUNTY's share of construction costs) for construction engineering for a total estimated cost of $247,250.

D. It is further agreed that notwithstanding the estimated cost, the COUNTY will be responsible for the actual costs of improvements requested by the COUNTY.

E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, the COUNTY will pay to the TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

F. The TOLLWAY and the COUNTY shall maintain, for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.

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

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any party to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.

B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.

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

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

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

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

iv. "Lighting maintenance" refers to all aspects of installation, repair,
replacement and operation of roadway lighting including power, but shall
not include temporary lighting relating to construction or repair projects.

v. "Emergency maintenance" refers to any maintenance activity which must
be performed immediately in order to avoid or to repair a condition on the
roadway or right of way which causes or threatens imminent danger or
destruction to roadway facilities or rights of way of the parties hereto, to
the motoring public, or to public health, safety or welfare, including but
not limited to accident restoration, chemical or biological removal or
remediation, or response to acts of God or terrorism.

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

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

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

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

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

xi. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

D. These are three types of bridge structures that intersect the TOLLWAY rights of way:

i. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

ii. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

iii. Type 3. An intersection where partial or complete ramps interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-355 in its entirety.

B. The COUNTY agrees to maintain, or cause to be maintained, St. Charles Road as noted in VII. D. below including all facilities, sidewalks, bike paths, and any and
all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.

C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following roadway(s):

<table>
<thead>
<tr>
<th>Type of Bridge Structure</th>
<th>Affected Roadway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 2</td>
<td>St. Charles Road</td>
</tr>
</tbody>
</table>

D. Type 2 - COUNTY Roadway over TOLLWAY Right of Way

The COUNTY has all maintenance responsibility as to the following along St. Charles Road:

1. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

2. The following portions of the grade elevation structure:

3. The wearing surface;

4. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

5. Drainage facilities above structural beams and girders;

6. All lighting except underpass;

7. All COUNTY signals and signs;

8. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a party, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

9. All drainage facilities carrying exclusively COUNTY drainage.

The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
1. All parts of the grade separation structure, including but not limited to
   bearings, beams, girders, slope walls, abutments and piers;

2. All fences along TOLLWAY routes, except overpass fencing installed to
   separate pedestrians, bicycles and non-vehicular traffic from highway
   traffic;

3. All bridge deck downspouts, from a clean-out installed directly below the
   scuppers to the outfall;

4. All remaining drainage facilities installed for the purpose of carrying
   exclusively Toll Highway drainage;

5. All underpass lighting.

E. The parties agree that the TOLLWAY reserves the exclusive right to approve the
   following:

   i. Any and all signage affixed to the grade separation structure or placed on
      TOLLWAY right of way;

   ii. The permitting of any and all loads traversing the grade separation
       structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520
       Appendix A of the Illinois Administrative Code;

   iii. Pavement markings, including embedded reflectors;

   iv. Standards governing right of way maintenance;

F. The parties agree that each party has the duty to perform such regular inspections,
   surveys and reviews as are reasonably necessary to fulfill their respective
   obligations under this INTERGOVERNMENTAL AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the parties hereto that this AGREEMENT shall
   supersede any and all earlier Agreements entered into by the parties hereto
   regarding maintenance of COUNTY highways and Toll Highway facilities within
   the limits of this PROJECT.

B. During construction, the COUNTY shall continue to maintain all portions of the
   PROJECT within the COUNTY's right of way that are not to be improved or
   maintained by the construction contractor(s) pursuant to the approved plans and
   specifications, and the TOLLWAY shall continue to maintain all portions of the
   Toll Highway that are not required to be maintained by the construction
   contractor(s).
C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

D. The COUNTY and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.

E. Nothing herein is intended to prevent or preclude the COUNTY and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the County of Du Page and the Illinois State Toll Highway Authority.

B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of St. Charles Road, except as otherwise expressly provided for in this INTERGOVERNMENTAL AGREEMENT. For the purpose of this INTERGOVERNMENTAL AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

C. Wherever in this AGREEMENT approval or review by either the COUNTY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each party shall designate in writing a representative who shall serve as the full time representative of the said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written or electronic notice. Each representative shall be readily available to the other party.

E. In the event of a dispute between the COUNTY and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the
TOLLWAY and the Director of Transportation and Operations of the COUNTY shall meet and resolve the issue.

F. Any dispute concerning this AGREEMENT that is not resolved as provided above shall be resolved by decision of the Chairman of the COUNTY Board and the Executive Director of the TOLLWAY, and their decision shall be final.

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

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

I. Under penalties of perjury, the TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

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

K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

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

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

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

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

To the COUNTY: The DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation and Operations

O. The introductory recitals included at the beginning of this AGREEMENT are
agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the
dates indicated.

Signature on File

THE COUNTY OF DU PAGE

this ___ day of __________, 2010.

Signature on File

Robert J. Sulliastrom, Chairman
Du Page County Board

Attest:
Gary A. King, County Clerk

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Dated at Downers Grove, Illinois, this ___ day of __________, 2010.

Signature on File

By:
Michael T. King, Acting Executive Director

Signature on File

By:
Thomas J. Bamonte, General Counsel

Annexed as to form and constitutionality

Signature on File

A.A.G. 3/8/10

Attorney General, State of Illinois

BMU_ISTHA_DuPageCo_1355@St.CharlesRd.doc
### DUPAGE COUNTY COST RESPONSIBILITIES (4264)

<table>
<thead>
<tr>
<th>Structure / Work Location</th>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
<th>Design Eng (%)</th>
<th>Cost Eng (%)</th>
<th>Mobilization (%)</th>
<th>MDT (%)</th>
<th>Total Cost Participation</th>
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<td>SDY 15</td>
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<td>Total Cost for St Charles Bridge over I-355 (Bridge Number 1445) (DOT Structure Number 023-0965)</td>
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<tr>
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<td>REMOVE VEGETATION</td>
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<td>TOTAL COST FOR ILINIOIS PRAIRIE PATH BRIDGE OVER I-355 (BRIDGE NUMBER 1447) (DOT STRUCTURE NUMBER 023-0966)</td>
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<td>$157,515.64</td>
</tr>
</tbody>
</table>

* Item is for fence repair requested by DuPage County and designed by Knight.
* Item is for additional sidewalk work requested by DuPage County for St. Charles Bridge.
Resolution
DT-R-0181-18

AWARDING RESOLUTION
TO DENLER, INC.
2018 PAVEMENT PRESERVATION/CRACK SEALING PROGRAM
FOR THE DIVISION OF TRANSPORTATION
SECTION 18-CRKSL-04-GM
(COUNTY COST: $42,006.03)

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, bids were solicited through the Municipal Partners Initiative for the 2016 construction year that also included optional years 2017 and 2018; and

WHEREAS, per the invitation to bid, the award of a contract was based on the lowest responsible bidder for year 1 (2016); and

WHEREAS, the lowest responsible bidder for 2016 was determined to be Denler, Inc; and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges and appurtenances, including crack sealing; and

WHEREAS, it is in the best interest of the County of DuPage to contract with Denler, Inc. for our 2018 Pavement Preservation/Crack Sealing Program in the amount of $42,006.03.

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 entered with Denler, Inc., 19148 South 104th Avenue, Mokena, Illinois 60448 in the amount of $42,006.03; and

BE IT FURTHER RESOLVED that monies be set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-53320</td>
<td>$42,006.03</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-0181-18

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Denler, Inc.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Required Vendor Ethics Disclosure Statement

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

Date: May 8, 2018

<table>
<thead>
<tr>
<th>Company Name: Denler, Inc</th>
<th>Company Contact: David J Denler</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 708-479-5005</td>
<td>Contact Email: <a href="mailto:ddenler@denlerinc.com">ddenler@denlerinc.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 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: David J Denler
Title: President
Date: May 8, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
Resolution

DT-R-0182-18

AWARDING RESOLUTION
TO MARTAM CONSTRUCTION, INC.
2018 RETAINING WALL REPAIR PROGRAM
SECTION 18-RETWL-01-MS
(COUNTY COST: $583,888.50)

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 Retaining Wall Repair Program, Section 18-RETWL-01-MS, 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>Martam Construction, Inc.</td>
<td>$583,888.50</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>$619,319.07</td>
</tr>
<tr>
<td>D Construction, Inc.</td>
<td>$808,488.45</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 Martam Construction, Inc. for their submission of the lowest, most responsible bid in the amount of $583,888.50.

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 Martam Construction, Inc., 1200 Gasket Drive, Elgin, Illinois 60120 for their bid of $583,888.50; 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>1500-3500-53320</td>
<td>$583,888.50</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-0182-18

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Martam Construction, Inc.

Enacted and approved this 22nd 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/Policies/

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

Authorized Signature

Printed Name

Title

Date

Signature on File

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

HIGHWAY AUTHORITY BENEFITS AGREEMENT
CH 33/75th STREET AT KINGERY HIGHWAY

WHEREAS, BP Products North America Inc. is the former owner of 7450 S. Kingery Highway, Willowbrook, Illinois (hereinafter referred to as SITE); and

WHEREAS, it has been determined that a portion of the soils and groundwater within the right-of-way owned by the County of DuPage (hereinafter referred to as COUNTY) along CH 33/75th Street at Kingery Highway adjacent to the SITE is or may become contaminated; and

WHEREAS, BP Products North America Inc. agrees in the Highway Authority Benefits Agreement (hereinafter referred to as AGREEMENT) that is attached hereto and incorporated herein by reference, to perform or pay for the removal of the contaminated soils from the COUNTY right-of-way, should the COUNTY need to manage, remove or remediate the right-of-way area for purpose of work occurring within it; and

WHEREAS, the COUNTY agrees to limit access to soils and groundwater exceeding Tier 1 residential remediation objectives in its right-of-way adjacent to the SITE to be done by COUNTY permit with specific language on such permit as required by 35 IAC 742 Appendix D; and

WHEREAS, by entering into the AGREEMENT, the COUNTY postpones disruption to traffic associated with the removal of the contaminated materials, until such time as work is to be performed on the right-of-way that requires the management, removal or remediation of the contaminated materials; and

WHEREAS, the COUNTY by virtue of its power set forth in 35 Ill. Adm. Code 742.1020 is authorized to enter into said AGREEMENT; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached AGREEMENT.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County that the Clerk and Chairman of said Board be and are hereby directed and authorized to execute said AGREEMENT and all exhibits to said AGREEMENT and any other documents related to said AGREEMENT with BP Products North America Inc.; and

BE IT FURTHER RESOLVED that one copy of this ordinance and a duplicate original of the AGREEMENT be sent to BP Products North America Inc., by and through the DuPage County Division of Transportation.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this ____ day of ___________, 2018 by and between DuPage County, Illinois (County) and BP PRODUCTS NORTH AMERICA INC. (Applicant registered to do business in Illinois, as the former owner of the property and the owner/operator of the underground storage tanks formerly located at the property located at 7450 South Kingery Highway, Willowbrook, Illinois (intersection of 75th Street and Kingery Highway) in the County of DuPage, Illinois (County) as follows:

1. Definitions:

a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as Exhibits A and A-1 through A-6.

b. "Contaminants," whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the releases as determined by the Illinois Administrative Code): Benzene, Toluene, Ethylbenzene, and Total Xylenes (collectively "BTEX"); Methyl Tertiary Butyl Ether (MTBE). Soil is uncontaminated and, therefore not subject to Paragraph 4.e., only to the extent it is “uncontaminated soil” pursuant to 35 IAC 1100.605 ("Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils").

c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.

d. “Effective Date” means the date on which the County Board Chairman, pursuant to Resolution of the County Board, executes this Agreement.


f. “IEPA” or “Agency” means Illinois Environmental Protection Agency.

g. “IPCB” means Illinois Pollution Control Board.

h. “Remediation,” whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of
Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site specific standards, pursuant to 35 IAC 742 as approved by IEPA and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier I residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.

i. “ROW” means the right-of-way owned by the County at the location depicted in Exhibit A-1 attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on Exhibit A-1). Only the ROW is subject to this Agreement. As the Exhibits to this Agreement, including but not limited to Exhibit A-1, are not surveyed plats, they are an approximation of the actual property lines of the ROW encompassed under this Agreement and such boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.

j. “Site” means the property with the following street address and legal description as depicted on Exhibit B to this Agreement and is the property on which the USTs were located. The Site was formerly owned and operated as a gasoline station by the Applicant and is referred to by Applicant as “BP Service Station #05872.”

k. “UST” means underground storage tank.

2. **Applicant’s Stipulations:**

a. Applicant is remediating the Site through the Illinois Environmental Protection Agency’s Leaking Underground Storage Tank (LUST) program, pursuant to Section 35 IAC 731, 732, 734 and 742.

b. Applicant is the owner and operator of two (2) 10,000-gallon and one (1) 12,000-gallon unleaded gasoline USTs (removed from the Site in 2005) and one used oil UST (removed from the Site in 1995). There is no reported release related to the used oil UST. Applicant has no knowledge of additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.

c. The map and table, prepared by the Applicant and attached to this Agreement as Exhibit A-4 and A-6, show the Applicant’s maximum estimated
area of Contaminant impacted soils within the area of the Site and ROW at the
time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1
residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the
map and table are those areas or samples that exceed the referenced Tier 1
standards.

d. The table and map, prepared by the Applicant and attached to this
Agreement as Exhibit A-5 and A-6, show the Applicant's maximum estimated
area of Contaminant impacted groundwater within the area of the Site and ROW
at the time of the sampling identified in Exhibit A-6, and the applicable IPCB
on the map and table are those areas or samples that exceed the referenced Tier
1 standards.

e. Attached as Exhibit A-2 and A-3 to this Agreement, are maps prepared by
the Applicant, showing the Applicant's predicted aerial extent of the
Contamination, exceeding IPCB Tier 1 residential standards for soil and
groundwater, respectively, at the Site and in the ROW at the time of this
Agreement. The Applicant believes that Exhibits A-2 and A-3 show the
predicted impact by Contaminants released from the Site. Exhibits A-2 through
A-5 are intended to represent, on an aerial basis, only those portions of the Site
and ROW that have, or are predicted by the Applicant to have Contamination of
groundwater and/or soil on, in or under it. As of the Effective Date of this
Agreement, the Applicant has not yet obtained approval from IEPA on its
Corrective Action Completion Report. The Applicant agrees that if the
estimated areas or predicted aerial extents of Contaminant-impacted soil or
groundwater exceeding IPCB Tier 1 residential standards increases beyond the
boundaries shown on the attached Exhibits A-2 through A-5, then the Applicant
shall promptly seek an amendment of this Agreement to reflect the extended
limits or boundaries of estimated areas or predicted aerial extents of
Contamination, as applicable. This includes, but is not limited to, Exhibit E (an
Exhibit not currently included in this Agreement providing for a potable well
protection plan), if the changed extent of Contamination is within 200 feet of a
potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h.,
4.i., or 4.k. of this Agreement if it has not sought amendment from the County
of this Agreement with the expanded extent of Contamination, as described
above. For purposes of utilizing Exhibits A-2 through A-5 with Paragraph 4.i.,
the area included in the rebuttable presumption is the greater of the
Contaminated plume areas identified on Exhibits A-2 through A-5, or within
the maximum feet measurable from a sampling point to “uncontaminated soil”
pursuant to 35 IAC 1100.605, as measured from any of the sampling points on
the Exhibit.
f. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332 and 913204 to the releases at the Site.

g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.

h. The Applicant hereby represents and warrants that it is a valid and existing Maryland corporation, authorized to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as Exhibit G is Power of Attorney provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

3. County’s Stipulations:

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.

b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

4. The County and Applicant, jointly stipulate and agree as follows:

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as Exhibit A. If the Highway Authority Agreement attached as Exhibit A is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County’s breach of any obligation under the Highway Authority Agreement.

b. The Applicant intends to submit the Highway Authority Agreement to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA’s “No Further Remediation Letter,” should one be issued.
The Applicant will request that the IEPA reference this Agreement in IEPA’s “No Further Remediation Letter,” should one be issued.

c. This Agreement and the Highway Authority Agreement attached as Exhibit A shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chairman of the County Board with a resolution approving the execution of such agreements.

d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.i., should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. In the event this occurs and the County has no obligation to notify the Applicant, the Applicant’s obligations to the County under this Agreement, including but not limited to the Applicant’s obligation to reimburse and indemnify the County, remain unchanged.

e. Reimbursement of Fees and Costs Associated with the Review, Negotiation, Approval and Implementation of this Agreement:

   i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirty-days of the Applicant’s receipt of the County’s request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.

   ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with or, for purposes of the Work need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW, or need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, 100%) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount thereof together with true and correct copies of all contracts, invoices and other supporting documentation. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the
environment or the public, or unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant would still be subject to the County's laws, rules or ordinances and be required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days, then the County and the Applicant agree that the County will manage the work and the Applicant will reimburse for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County agrees to provide notice to the Applicant of such immediate need, as practical, prior to the County performing Work, although such notice is under no circumstances required, it is merely a courtesy, and the County's failure to provide such notice is not a failure as described under Paragraph 4.h., herein. Further, should the County provide this courtesy notice to the Applicant in the immediate need situation described herein and if the Applicant immediately responds to such notice, to the satisfaction of the County, the County may allow, in its discretion, the Applicant to perform an agreed scope of work. Notwithstanding, the Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.
iii. Applicant will provide a payment bond, in substantially the form and amount as stated in Exhibit C, under which a surety will provide payment not to exceed the stated amount in Exhibit C, in the event the Applicant fails to make payment as required by Paragraph 4. Within forty-five (45) days after IEPA approval of the Highway Authority Agreement, the Applicant shall have Exhibit C authorized by the surety to add this Agreement to the payment bond and shall deliver a copy of the executed Exhibit C to the County.

Before seeking reimbursement under Exhibit C, the County shall give the Applicant a written notice (together with true and correct copies of all contracts, invoices and other supporting documentation) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of the second written notice. Any failure of the County to include documentation with the second written notice does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under the payment bond where the payment has been disputed in writing by the Applicant.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.


f. Defense and Indemnity:

i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is
not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives’ or the Applicant’s execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as contemplated herein and pay all fees, costs, damages and other expenses arising there from; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative’s willful and wanton acts. The defense and indemnification obligations of the Applicant hereunder shall survive the expiration or termination of this Agreement. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent; however, should the agreement expressed in the prior sentence of this Paragraph be determined by a court to be invalid, then it shall be severed from the remainder of this Subparagraph, but the remainder of this Paragraph should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. This Paragraph 4 and all of its subsections survive termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all
obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.

ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, (55 ILCS 5/3-9005), any attorney representing the County, under this Section, 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 the Applicant’s duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed as provided in 55 ILCS 5/3-9008, in the County’s sole discretion.

iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.

iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County’s independent contractors as either an “agent” or “representative,” but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.

g. This Agreement does not limit the County’s ability to construct, reconstruct, improve, repair, grade, excavate, demolish, maintain and/or operate (collectively “Work”) a ROW, roadway or highway, upon the County’s property, or to allow others to use or Work on the ROW, roadway or highway. To that extent, the County reserves the right and the right of those using its property under permit, to remove Contaminated soil or groundwater above Tier 1 residential remediation objectives from the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.

h. Failure of the County to give notice to the Applicant pursuant to Paragraph 4.e.ii. is not a violation of this Agreement. However, if the Applicant is not given notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of $139,874.54. This $139,874.54 limitation on reimbursement specifically excludes courtesy notice for immediate need work under Paragraph 4.e.ii., so that if no notice is provided by the County to the Applicant for immediate need
work as described in Paragraph 4.e.ii., the County’s eligibility for reimbursement from the Applicant is not limited in any manner by this Paragraph 4.h. Any failure of the County to include documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph.

i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant’s or any of its subsidiaries’ use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned and operated by the Applicant or its subsidiaries. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than the as identified in the IEMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant’s or any of its subsidiaries’ use, operation, or ownership of the Site or USTs, if:

i. identification of the asserted "clearly identifiable" Contamination in an area other than those shown in the Applicant aerial extents of Contamination attached as Exhibits A-2 through A-6; and

ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant on Exhibits A-2 through A-6. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County’s expense; and

iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the notice for non-immediate work was sent to the Applicant and otherwise, prior to the County mobilizing for construction on any portion of the ROW, if the Applicant has received notice from the County pursuant to 4.e.ii. If the Applicant receives notice from the County pursuant to 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.

j. Written notice(s) required under and invoices presented pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by facsimile, overnight delivery (with signature release), or Certified Mail, return receipt requested:
For the County: DuPage County Division of Transportation  
421 N. County Farm Road, Second Floor  
Wheaton, Illinois 60187  
Attention: County Engineer  
Telefax: 630-407-6901

and

DuPage County State’s Attorney’s Office  
505 N. County Farm Road, Third Floor  
Wheaton, Illinois 60187  
Attn: Civil Division  
Telefax: 630-407-8201

For the Applicant: BP Products North America Inc.  
Attention: Remediation Management – Illinois  
150 West Warrenville Road, MC 200-IN  
Naperville, Illinois 60563

and

BP America, Inc.  
Attention: HSSE Legal – Illinois UST  
150 West Warrenville Road, MC 200-1W  
Naperville, Illinois 60563

k. In the event the County breaches this Agreement, the Applicant’s sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement, is limited to an aggregate maximum of ten thousand dollars ($10,000.00). No other claim or allegation of a breach of this Agreement is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County’s independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

l. The County’s sole responsibility under this Agreement with respect to others using the ROW pursuant to a permit from the County, is to include the following, or similar language in the provisions of the permits issued after the Effective Date of this Agreement:
As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

m. Should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement inure to the County’s successor so long as the County’s successor executes a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742. In addition, the Applicant’s sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraph 4.k., may be pursued by the Applicant against the County’s successor in interest, unless such successor is the State of Illinois or any Illinois State agency.

n. This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing both the County and the Applicant, in recognition of laws passed by the General Assembly and regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.

o. This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.

p. The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County’s written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County’s determination, that is of a financially stable going concern. If the Applicant requests the County’s consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County’s ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.

1. The name of the proposed assignee;
ii. The terms of the proposed assignment;

iii. The nature of business of the proposed assignee; and

iv. Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County’s agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County’s successors’ execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.

q. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Paragraph should be construed to allow the Applicant to assign its interest in this Agreement, unless done pursuant to Paragraph 4.p. of this Agreement. Any successors and assigns of either party to this Agreement must execute a Highway Authority Agreement in compliance with 35 Ill. Adm. Code in order to obtain the benefit of this Agreement, however, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant), it obliges itself to provide the benefits of this Agreement to the ROW owner.

r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof.
s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant’s obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.

u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.

v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or its subsidiaries are responsible under this Agreement or otherwise, in the County’s ROW.

DATED this ______ day of _________, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

DUPAGE COUNTY, ILLINOIS,

By: ________________________________

Board Chairman

Attest: ________________________________

(Signature)

Printed Name: ________________________________

APPLICANT BP PRODUCTS NORTH AMERICA INC.

Signature on File

By:______________________________

on behalf of BP Products North America Inc.

Jim Smith

Its: Contracts Manager, BP Remediation Management

Subscribed and sworn before me this ________________________________

Signature on File , 2018.

NOTARY PUBLIC

216719134.1 37134/177428
EXHIBIT LIST

Exhibit A: Highway Authority Agreement.

Exhibit A-1: ROW Drawing.

Exhibit A-2: Applicant’s predicted maximum estimated area of Contaminant impacted soils within the area of the Site and ROW.

Exhibit A-3: Applicant’s predicted maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW.

Exhibit A-4: Applicant’s maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling.

Exhibit A-5: Applicant’s map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling.

Exhibit A-6: Table identifying sampling and exceedances of Tier I remediation objectives.

Exhibit B: Site Location Map and Legal Description

Exhibit C: Highway Authority Benefits Agreement Bond

Exhibit D: Exhibit D is not included in this Agreement

Exhibit E: Exhibit E is not included in this Agreement

Exhibit F: Exhibit F is not included in this Agreement

Exhibit G: Applicant’s Power of Attorney

Exhibit H: HAA Application
EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of ________, 2018, pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) BP Products North America Inc. ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, BP Products North America Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7450 South KIngery Highway, Willowbrook, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks or at the above referenced Site ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332, and 913204 to the Release(s).

3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).

4. Attached as Exhibit A-6 is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit A-6 are identified on the map(s) in Exhibit A-2 through A-5.

5. Attached as Exhibit A-1 is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives as further described in this paragraph. Access shall be allowed by permit that requires human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

   As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This Agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. BP Products North America Inc. shall notify the Agency of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this Agreement, or until the Agreement is otherwise terminated or voided.

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator
BP Products North America Inc.
Attention: Remediation Management – Illinois
150 West Warrenville Road, MC 200-1N
Naperville, Illinois 60563

and

DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer

and

BP America, Inc.
Attention: HSSE Legal – Illinois UST
150 West Warrenville Road, MC 200-1W
Naperville, Illinois 60563

and

DuPage County State’s Attorney’s Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attention: Civil Division

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

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<td>By:</td>
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EXHIBIT A-2: APPLICANT'S MAXIMUM ESTIMATED AREA OF SOIL CONTAMINATION
EXHIBIT A-4: APPLICANT'S ESTIMATED AERIAL EXTENT OF CONTAMINATION EXCEEDING TIER 1 RESIDENTIAL STANDARDS FOR SOIL
EXHIBIT A-5: APPLICANT'S ESTIMATED AERIAL EXTENT OF CONTAMINATION EXCEEDING TIER 1 RESIDENTIAL STANDARDS FOR GROUNDWATER
### EXHIBIT A-6: TABLES IDENTIFYING EXCEEDENCES OF TIER I (9 pages)

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| 3/25/1994 | 08.32         | NM                    | 3.10              | 95.22                         |
| 11/16/1995 | 08.32        | 13.00                 | 3.25              | 12.95                         |
| 10/22/2000 | 08.32       | 13.40                 | 3.81              | 8.50                          |
| 6/29/2001 | 08.32        | 12.80                 | 2.18              | 10.64                         |
| 6/29/2011 | 08.32        | 12.40                 | 3.49              | 8.31                          |

**DEPLETED**

| MV-3    | 12/2/1991     | 2 - 12                | 97.80             | NM                            | 2.81                        | 95.28                      |
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| 11/16/1995 | 95.01        | 12.50                 | 2.57              | 92.44                         |
| 10/22/2000 | 95.01       | 11.70                 | 1.10              | 91.91                         |
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| 6/29/2011 | 95.01        | 11.60                 | 2.99              | 92.02                         |
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| MV-4    | 12/2/1991     | 2 - 12                | 97.80             | NM                            | 3.39                        | 93.84                      |
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**Notices:**
1. Results in milligrams per liter (mg/L).
2. NA = not analyzed.
3. *= exceedance of analysis is less than one reporting report limit.
4. Bold concentrations assess the Tier 1 remediation objectives (Class 1).
Table 3. Groundwater PMP Analytical Data

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**Notes:**
1. Results in italics are per the EPA.
2. < = acute concentration of analyte is less than the laboratory report limit.
3. Data concentrations exceed the Tier 1 Remediation Objective (Class 1)
### Table 4. Soil BYTEX and MTBE Analytical Data

**Former BP Service Station #8972**  
7745 South Valley Highway  
Willowbrook, Illinois

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

*Attachment: Agreement (DT-O-0026-18 : Highway Authority Benefits Agreement)*
### Table 4. Soil STX and MTHA Analytical Data
Former BP Service Station #572
7450 South-Kingsley Highway
Willowbrook, Illinois

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Date Sampled</th>
<th>Depth (ft)</th>
<th>Bromacil (mg/kg)</th>
<th>Ethylhexylacetoacetate (mg/kg)</th>
<th>Alkyl Acetates (Total) (mg/kg)</th>
<th>Methoxytriazine (Total) (mg/kg)</th>
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<tbody>
<tr>
<td>Class I</td>
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<tr>
<td>Residential Exposure Route</td>
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<tr>
<td>Ingestion</td>
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<td>7,000</td>
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<tr>
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<td>410,000</td>
<td>20,000</td>
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<tr>
<td>Ingestion</td>
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<td>656</td>
<td>400</td>
<td>320</td>
<td>8,800</td>
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<td></td>
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<tr>
<td>Inhalation</td>
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<td>Construction Worker</td>
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<td>410,000</td>
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<td>589</td>
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<td>Soil Component of the Groundwater Ingestion Exposure Route</td>
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<td>118</td>
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<td></td>
<td></td>
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<tr>
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<td>8/27/2011 3.4</td>
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<td>&lt;0.0003</td>
<td>&lt;0.0003</td>
<td>&lt;0.0007</td>
<td>&lt;0.00006</td>
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<td>&lt;0.0003</td>
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<td>MV-18</td>
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<td>&lt;0.00006</td>
</tr>
</tbody>
</table>

**Notes:**
1. Results in milligrams per kilogram (mg/kg)
2. NA = not analyzed
3. < = actual concentration of analyte is less than the laboratory report limit
4. Bold concentrations exceed the Tier 1 remediation objective (Class I)
EXHIBIT B – SITE LOCATION MAP AND LEGAL DESCRIPTION

PINs: 09-26-116-017

Common Address: 7450 South Kingery Highway, Willowbrook, Illinois

Legal Description:
LOT 1 IN KOLIOPOULOS CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 2007 AS DOCUMENT NUMBER R2007-044965, IN DUPAGE COUNTY, ILLINOIS.
EXHIBIT C: PAYMENT BOND

PAYMENT BOND

Bond No

KNOW ALL MEN BY THESE PRESENTS, That we BP Products North America Inc. as Principal, (hereinafter called "Principal"), and ________________, a ________________ corporation, as Surety, (hereinafter called "Surety"), are held and firmly bound unto DuPage County, Illinois, as Obligee, in the full and just sum of Two Hundred-Seventy-Nine, Seven-Hundred and Forty-Nine Thousand and 07/100 Dollars ($279,749.07) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled Highway Authority Benefits Agreement ("HABA") as is more specifically set for in the HABA, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this __________ day of ________________________, 2018.

PRINCIPAL - BP Products North America Inc.

ATTEST: __________________________
Printed Name: _______________________
Attorney-in-fact for Principal

By: ________________________________
Printed Name: Jim Smith
Title: Contracts Manager, BP Remediation Management

SURETY

By: ________________________________
Printed Name: _______________________
Address: __________________________
Phone: ____________________________

ATTEST
By: ________________________________
Printed Name: _______________________
Attorney-in-fact for Surety

______________________________

216719134.1 37134/177428
EXHIBIT D

Exhibit D is intentionally left blank.
Exhibit E

Exhibit E is intentionally left blank.
EXHIBIT F

Exhibit F is intentionally left blank.
EXHIBIT G: POWER OF ATTORNEY AUTHORIZING EXECUTION OF AGREEMENT (4 pages)

BP PRODUCTS NORTH AMERICA INC.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that

BP PRODUCTS NORTH AMERICA INC., formerly known as Amoco Oil Company, and successor in interest by merger with BP Exploration & Oil Inc., a corporation organized and existing under the laws of the State of Maryland, United States of America (the "Company"), does hereby make, constitute, designate and appoint:

Armstrong, Jon
Barnett, James C
Bien-Curtin, Michelle L
Birkbeck, Douglas
Burke, Erin
Carmel, Charles P
Christie, Kyle A
Coil, Randal D
Crane, Allison
Delisle, Alan L
Dippo, Ronald P
Ferry, Steven M
Frankenthal, John A
Frisch, Greg
Giff, Todd E
Gonzalski, Stephen P
Greco, Christopher
Green, Jonathan
Halsey, Ronald
Jazic, Sasa
Kezos, Cynthia D
Larson, Eric J
Littrell, Lori G
Mancini, Bruno
McAnulty, Michael C
McDonald, Scott
Miller, Gregory S
Onufrek, Nicholas J
Peterson, Nick
Piotrowski, Dave A
Skance, John C
Smith, Jim L
Sonchi, Joseph P
Taylor, Paul F
Wojcieszowski, Mary C
Ziegler, Scott

each, as its lawful Attorney-in-Fact (hereinafter referred to as "Attorney-in-Fact") to do and perform the activities listed below in the name of and on behalf and for the benefit of the Company, and to execute and deliver any and all of the following instruments requiring execution and delivery in the name of and on behalf of the Company:

To represent and act on behalf of the Company in all environmental remediation matters and to provide environmental investigation and support regarding any facilities for which the Company is or is alleged to be responsible as a result of the past, present or future operations, assets or holdings of the Company, or any combination thereof. This authority is limited to the following:

i. In coordination with the procurement specialist assigned by the Company or Remediation Management Services Company ("RMSC"), to enter into and deliver contracts on behalf of the Company with regard to
environmental remediation, environmental investigation and related environmental support activities to be undertaken at such facilities with respect to any releases or spills alleged, suspected or confirmed to have come therefrom;

ii. In coordination with legal counsel assigned by the Company or RMSC, to correspond, communicate and negotiate with, and to settle and/or compromise claims asserted by, any claimants and with any federal, state and/or local governmental agencies with respect to any actual or alleged liability or responsibility of the Company for environmental remediation, environmental investigation and related environmental support at such facilities, or known, suspected or alleged releases, and the execution and delivery of any and all documents in connection with such matters, as necessary and appropriate;

iii. In coordination with the legal counsel and procurement specialists assigned by the Company or RMSC, participate in the preparation and negotiation of risk transfer agreements and contracts with qualified environmental suppliers and risk transfer insurance underwriters in support of transactions authorized by the Company; and,

iv. To execute and deliver any and all documents in connection with the conduct of environmental remediation, environmental investigation and related environmental support activities and plans with respect to any confirmed, suspected or alleged releases or spills, including:

a. Preparation, execution and submittal of all necessary applications to obtain permits and/or renewals of such permits, as may be required by state, federal or local authorities;

b. In coordination with legal counsel assigned by the Company or RMSC, prepare and execute access agreements for the right of entry to properties owned by third parties;

c. Preparation and execution of any and all environmental reports and correspondence to be submitted to any federal, state and/or local governmental agencies, as may be required by any federal, state or local laws, regulations or ordinances;

d. Preparation and execution of agency notifications of property transfers required by federal, state or local laws, for the Company's sale of any real property interests in such facilities;

e. Preparation and execution of any and all documents relating to well disclosures;
f. Preparation, execution and submittal of applications for reimbursement to state insurance funds in accordance with any applicable laws and regulations, and handling any and all appeals from decisions of state insurance funds and/or administrators as authorized by law;

g. Preparation, execution and submittal of all applications, forms, waste profiles and other documents, as required by applicable laws, to treat or dispose of hazardous and/or non-hazardous contaminated soil, water or waste at or associated with such facilities in accordance with applicable laws and the waste disposal policies of RMSC and/or the Company.

HEREBY GIVING AND GRANTING said Attorney-in-Fact full power and authority to do and perform all acts necessary and proper to accomplish the foregoing, and hereby ratifying and confirming all that said Attorney-in-Fact shall do or cause to be done by virtue thereof.

THIS POWER OF ATTORNEY contains the following restrictions:

1. The authorities described herein are not transferable nor can they be sub-delegated to any other individuals.

2. The authorities described herein cover or pertain to lands of the United States of America or any state or territory thereof; or oil, gas, and mineral rights owned by the United States of America or any state or territory thereof; or Tribal and Allotted Indian Lands.

The power and authority granted herein is subject to the specific limitation that the exercise thereof shall be for the sole and exclusive benefit of the Company pursuant to the power and authority granted herein and shall not be on behalf of any other person in whole or in part.

THIS POWER OF ATTORNEY shall be effective as of January 31, 2017 and shall remain valid until the earlier of any of the following:

1. January 31, 2018;
2. The date the Attorney-in-Fact ceases to be an employee of the Company or any wholly-owned subsidiary of BP p.l.c.; or
3. The date this Power of Attorney is formally revoked by the Company.
IN WITNESS WHEREOF, COMPANY, has caused its corporate name to be subscribed hereto in the City of Houston, County of Harris and State of Texas, United States of America, this 26th day of January, 2017.

BP PRODUCTS NORTH AMERICA INC.

By: ________________________________
Name: Lisa A. Smith
Title: Vice President

STATE OF TEXAS )
( ) SS:
COUNTY OF HARRIS )

On this day before me, a Notary Public in and for the state of Texas, personally appeared Lisa A. Smith, Vice President of BP Products North America Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed, and in the capacities therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26th day of January, 2017.

Notary Public

DEBBIE M. ANDERSON
ID #11920282
My Commission Expires
June 12, 2019

- 4 -
EXHIBIT H: HAA APPLICATION

This Exhibit H is contained on the one CD ROM attached.
Requisition 25k and over
DT-P-0135-18

AWARDING RESOLUTION
ISSUED TO UTILITY TRANSPORT SERVICES, INC.
FOR SOLID WASTE DISPOSAL SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $50,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Utility Transport Services, Inc., for solid waste disposal services, 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 for solid waste disposal services, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, is hereby approved for issuance to Utility Transport Services, Inc., 2044 West 163rd Street, Unit 2, Markham, Illinois 60428, for a contract total not to exceed $50,000.00; per lowest responsible bid 18-072-GV.

Enacted and approved this 22nd 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-0135-18

PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>CONTRACT TOTAL AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>06/01/18-05/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>$50,000.00</td>
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</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

- **Eva Hitchcock**
  - Completed
  - 04/25/2018 1:31 PM

- **Christopher Snyder**
  - Completed
  - 04/25/2018 1:48 PM

- **Kathy Ostrowski**
  - Completed
  - 04/27/2018 11:45 AM

- **James McGuire**
  - Completed
  - 05/01/2018 11:24 AM

- **Paul Rafac**
  - Completed
  - 05/01/2018 3:44 PM

- **Kathy Ostrowski**
  - Completed
  - 05/04/2018 2:52 PM

- **Transportation Committee**
  - Completed
  - 05/15/2018 10:00 AM

- **Finance Committee**
  - Pending
  - 05/22/2018 8:00 AM

- **County Board**
  - Pending
  - 05/22/2018 10:00 AM
**Purchase Requisition**  
*Procurement Services Division*

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| **Vendor:** Utility Transport Service, Inc.  
**Attn:** James Bracken  
**Email:** bracken708@gmail.com  
**Address:** 2044 W. 163rd St. Unit 2  
**City:** Markham  
**State:** IL  
**Zip:** 60428  
**Phone:** 708-825-1439  
**Fax:** 708-331-4212 | **Dept:** Division of Transportation  
**Attn:** Kathy Curcio  
**Email:** kathy.black@dupageco.org  
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6892  
**Fax:** |

<table>
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<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
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</table>
| **Vendor:** Utility Transport Service, Inc.  
**Attn:** Dana Ramey  
**Email:** dana@utilitytrans.com  
**Address:** 2044 W. 163rd St. Unit 2  
**City:** Markham  
**State:** IL  
**Zip:** 60428  
**Phone:** 708-825-1439 Ext 131  
**Fax:** 708-331-4212 | **Dept:** Division of Transportation  
**Attn:** Darcie Garza, CPPB  
**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**  
**F.O.B.**  
**PO 20 Delivery Date**  
**Requisition**  
**Destination**  
**Use for**  
**Contract Administrator**  
**Contract Start Date**  
**Contract End Date**  
**Use for**  
**PO25 only**

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<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<td>3510</td>
<td>53810</td>
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**Requisition Total $ 50,000.00**

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

This contract purchase order is for the disposal of solid waste (street sweepings, storm sewer spoils and ditching spoils) generated by the Division of Transportation as a result of normal highway maintenance activities for the period June 1, 2018 through May 31, 2019 per low bid 18-072-GV.

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

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

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

email completed PO to James Bracken

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

| FY2018 | 1500 | 3510 | 53810 | $25,000 |
| FY2019 | 1500 | 3510 | 53810 | $25,000 |

DT-P-0135-18  
Transportation - 05/15/18  
County Board - 05/24/18
# Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Contract Term</th>
<th>Contract Total</th>
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</thead>
<tbody>
<tr>
<td>Utility Transport Service, Inc.</td>
<td>26491</td>
<td>06/01/2018 - 05/31/2019</td>
<td>$50,000.00</td>
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<table>
<thead>
<tr>
<th>Dept</th>
<th>Contact</th>
<th>Phone</th>
<th>Assigned Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Transportation</td>
<td>Darcie Garza, CPPB</td>
<td>630-407-6906</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

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

For the disposal of Solid Waste (Street Sweepings, Storm Sewer Spills and Ditching Spills) generated by the Division of Transportation, as a result of normal highway maintenance and/or construction activities for a contract total, not to exceed $50,000.00.

**Reason for Procurement**

To properly dispose of Solid Waste, generated by the Division of Transportation, as a result of normal highway maintenance and/or construction

## FUNDING SOURCE

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

## DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # 18-072-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # _____ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

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

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

- **DG, CPPB**
  - Prepared By
  - Date: Apr 23, 2018
  - Recommended for Approval 4/25/18
  - IT Approval, if required
  - Date

## REVIEWED BY (Initials Only)

- **LN**
  - Buyer
  - Date 5/1/18
  - Procurement Officer
  - Date 5-1-18

- **JL**
  - Chief Financial Officer (Decision Memos Over $25,000)
  - Date 5-1-18
  - Chairman's Office (Decision Memos Over $25,000)
  - Date
## COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

**BID #18-072-GV**
SOLID WASTE DISPOSAL
BID OPENING DATE: APRIL 20, 2018
1:00 P.M.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>UTILITY TRANSPORT SERVICES, INC</th>
<th>MARCOTT ENTERPRISES INC</th>
<th>LAKESHORE RECYCLING SYSTEMS, INC</th>
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</tbody>
</table>

**NON-RESPONSIBLE BIDS:**

**NO BID RESPONSES:**

**BID OPENING ATTENDED BY:**

Glenda Vasak, DuPage County Buyer
Larry Gammel, DuPage County Buyer

THIS BID HAS A TENTATIVE AWARD DATE OF: MAY 22, 2018

| INVITATIONS SENT: | 40 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 15 | TOTAL BID RESPONSES RECEIVED: | 3 |
Required Vendor Ethics Disclosure Statement

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

Date: 4/19/2018
Bid/Contract/PO #: 18-072-GV

Company Name: Utility Transport Services, Inc.
Contact Phone: 708.825.1459
Contact Email: bracken708@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 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

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

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

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

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

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: James Bracken
Title: President
Date: 04/19/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
TRAFFIC SIGNAL DESIGN ENGINEERING SERVICES
UPON REQUEST OF THE DIVISION OF TRANSPORTATION
SECTION 18-TSENG-01-EG
(CONTRACT TOTAL NOT TO EXCEED $250,000.00)

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 Traffic Signal Design Engineering Services, upon request of the Division of Transportation, Section 18-TSENG-01-EG; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Traffic Signal Design Engineering Services, and is willing to perform the required services for an amount not to exceed $250,000.00; 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 Christopher B. Burke Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed $250,000.00 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 Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018, by and through the Division of Transportation.

Enacted and approved this 22nd 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-0136-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>THROUGH 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT $250,000.00</td>
<td>REQUESTING DEPT. TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>05/01/2018 7:19 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>05/01/2018 4:02 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/02/2018 12:48 PM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/03/2018 2:12 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>05/09/2018 8:43 AM</td>
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<tr>
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<td>05/09/2018 9:01 AM</td>
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<td>Transportation Committee</td>
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<td>Finance Committee</td>
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<tr>
<td>County Board</td>
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### Purchase Requisition

#### Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
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<tbody>
<tr>
<td>Vendor: Christopher B. Burke Engineering, Ltd.</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: G. Michael Ziegler, P.E., DTOE</td>
<td>Division:</td>
</tr>
<tr>
<td>Email: <a href="mailto:mziegler@cbel.com">mziegler@cbel.com</a></td>
<td>Attn: Bill Elsdon</td>
</tr>
<tr>
<td>Address: 9575 W. Higgins Road, Suite 600</td>
<td>Email:</td>
</tr>
<tr>
<td>City: Rosemont</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>State: IL</td>
<td>Room:</td>
</tr>
<tr>
<td>Zip: 60018</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 847-823-0500</td>
<td>State: IL</td>
</tr>
<tr>
<td>Fax: 847-939-5214</td>
<td>Zip: 60187</td>
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</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
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<tbody>
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<tr>
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<td>City:</td>
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<td>State: IL</td>
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<table>
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<th>F.O.B.</th>
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<td>PER 50 ILCS 505/1</td>
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<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
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<tbody>
<tr>
<td>PO25 only</td>
<td>Eva Hitchcock</td>
<td>Jun 30, 2019</td>
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<td>PO25 only</td>
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<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept</th>
<th>Accct Unit</th>
<th>Acct #</th>
<th>Sub-Acct</th>
<th>and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>FA</td>
<td>18-TSENG-01-EG</td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td></td>
<td></td>
<td></td>
<td>250,000.00</td>
<td>250,000.00</td>
</tr>
</tbody>
</table>

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

Traffic Signal Design Engineering Services at various locations, Section 18-TSENG-01-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-0136-18
Transportation - 05/15/18
County Board - 05/22/18

---

**DO NOT SEND P.O. DOT ONLY**
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Christopher B. Burke Engineering, Ltd.</th>
<th>Vendor #: 10234</th>
<th>Contract Term: Through 06/30/19</th>
<th>Contract Total: $250,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Bill Edison</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background
Traffic Signal Design Engineering Services at various locations, Section 18-TSENG-01-EG

Reason for Procurement
See attached decision memo

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
☐ Budget Transfer (Date) ________________________ Add'l Information

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

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

PREPARED BY AND APPROVAL(S) (Initials Only)
EMH # Apr 25, 2018 # Recommended for Approval # IT Approval, if required # Date
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. 640
Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Requesting Department: Department of Transportation
Contact Email: william.eidson@dupageco.org
Vendor Name: Christopher B. Burke Engineering, Ltd.

Department Contact: William Eidson
Contact Phone: 630 407-6890
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The Division of Transportation (DOT) is in need of professional design engineering services for traffic signal design and analysis projects.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
As noted above, the DOT periodically requires the services of a consultant to perform design engineering on traffic projects for various locations on our County Highway Systems.

Strategic Impact
Financial Planning
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
In order to perform various design and analysis tasks for traffic engineering projects, it would be more cost effective to perform these tasks under a various type contract. The other option would be to prepare design plans and analyses in-house, which would take additional staff time to complete.

Source Selection/Vetting Information - Describe method used to select source.
The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 23 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that Christopher B. Burke Engineering, Ltd., 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 Design Engineering contract to Christopher B. Burke Engineering, Ltd. Other options would be to award a Design Engineering contract to another firm or to perform the work utilizing in-house staff. The DOT does have the capability to perform traffic engineering design with our in-house staff. However, because of the specialized and time-consuming design requirements for traffic signals, it often conflicts with other staff assignment priorities and limits the ability to perform independent design review. The DOT feels it is in the best interest of the County to award a contract to Christopher B. Burke Engineering, Ltd. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The FY18 fiscal impact for this contract is anticipated to be $250,000.00. The DOT has allocated sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS
AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR TRAFFIC SIGNAL DESIGN ENGINEERING SERVICES
VARIOUS LOCATIONS
SECTION NO. 18-TSENG-01-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 Christopher B. Burke Engineering, Ltd., licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018; (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 traffic signal design engineering services for various county highway improvements upon request (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such traffic signal design engineering services and is willing to perform the required services upon request for a total amount not to exceed $250,000.00; 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 adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that the contractor complies with the Stormwater Ordinance in the event a Work Order necessitates this scope of work; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services including, but not limited to, traffic signal design engineering services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT shall complete all of the work set forth in said
exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

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

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

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

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
2.6 Neither the CONSULTANT, nor the CONSULTANT’S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

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

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

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

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

5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2019 unless the term of this AGREEMENT is extended.

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

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in 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 $250,000.00. 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 Overtime/ weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel to the Work Order. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the Work Order.

7.5 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.

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

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

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

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

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT's Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

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

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

9.0 INDEMNIFICATION

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

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S option have the responsibility to cure same under this provision.
10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

(b) The expiration of this AGREEMENT on June 30, 2019, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2019.

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

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

16.0 TERMINATION

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

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

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

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

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

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

21.0 NOTICES

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

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
ATTN: G. Michael Ziegler, P.E., PTOE
Phone: 847.823.0500
Facsimile: 847.939.5214
Email: mziegler@cbel.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 disposition of such substances or
considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

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

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

COUNTY OF DUPAGE

BY: Daniel J. Cronin, Chairman
    DuPage County Board

CHRISTOPHER B. BURKE ENGINEERING, LTD.

BY: NAME: Christopher B. Burke
    TITLE: President

ATTEST BY:

ATTEST BY: NAME: [Signature on File]
    TITLE: [Signature on File]

Paul Hinds, County Clerk

[Signature on File]
18-TSENG-01-EG

EXHIBIT A

SCOPE OF SERVICES

The consultant will provide traffic signal design engineering services on an "as-needed" basis at locations to be determined. All tasks will be conducted on a work order basis. For each task performed, a specific scope of work and fee estimate will be developed by the Consultant and submitted to the DuPage County Division of Transportation (DuDOT) for approval prior to start of any work.

The various services that may be requested, but are not limited to, the following:

1. IDS and Geometric Reviews

   The scope of services will include items necessary to conduct geometric reviews of intersections and Intersection design studies (IDS). Scope items in this section include:

   • Traffic forecasts
   • Intersection capacity analyses
   • Queue calculations
   • Auto TURN turning movements studies
   • Preliminary intersection geometric design

   All aspects of IDS development and geometric reviews will be conducted according to DuDOT and IDOT Standards and Guidelines. Standard IDS plan sheets will be used to tabulate the results of the traffic analyses and display existing topographic survey proposed geometric design features. Separate plan sheets will be produced as needed to display roadway profiles and turning movement envelopes for the design vehicle(s) through the intersection.

2. ADA/PROWAG Review and Application

   A variety of services may be performed to assist the DUDOT in the review and application of ADA/PROWAG policy throughout the County. The services performed could entail any of the following:

   • ADA Transition Plan development or implementation
   • ADA Compliance Field Assessment Report
   • Public Involvement, including meetings with county staff, local stakeholders and the public
   • Review of PS&E documents prepared by in-staff or consultants
   • Design of ADA accessible facilities
   • Permitting assistance
3. PS&E Development

The scope of services shall include engineering services and all work associated with the complete preparation of plans, special provision and estimates for projects throughout DuPage County. The proposed projects may consist of installation of new traffic signals, modifications and modernization of existing traffic signal systems, central system expansion, and lighting system design. Project work is also expected to include site inspections, field measurements, performing all design functions and calculations. It is anticipated that DuDOT will supply any available-existing and proposed roadway plans including utilities, ROW information as well as record drawings. Any new plan sheets will be prepared utilizing all Microstation (CAD) line work and symbols. Design shall conform to current issues of the following: DuPage County Division of Transportation Project Manual, State Standard Specifications, MUTCD for streets and highways, and all applicable NEC, NEMA, AASHTO, FHWA, IESNA RP-8, DuDOT and District 1 Standards and Guidelines. Work for this project will be in English units.

Work performed for the categories underneath may consist of any of the following tasks listed below them:

- Central Signal System Expansion, ISTHA & IDOT Coordination
  - Preparation of documents for the installation of underground conduit, fiber optic cable, tracer cable, Layer II & III switches, PTZ cameras, traffic signal software or controller upgrade, and other ITS and communications equipment, for the expansion of the DuDOT Central Signal System.
  - Coordination of design and construction with ISTHA and IDOT to facilitate permit approvals and any necessary connections to existing fiber optic networks.

- Traffic Signals
  - Site visits, investigation of existing system and data collection
  - Temporary Signal and Cable Plans
  - Temporary Interconnect Plan and Schematic
  - Permanent Signal and Cable Plan
  - Permanent Signal Plan and Schematic
  - Vehicle Preemption
  - Local agency, utility, and/or Railroad (ICC) coordination

- Lighting Systems, Photometrics
  - Site visits, investigation of existing system and data collection
  - Photometric computations and concept design report
  - Lighting Removal Plan (if needed)
  - Lighting Temporary Plan (if needed)
  - Proposed Lighting Plan
  - Local agency and utility coordination
4. Grant Applications (DCEO/CMAQ)

Development and/or assistance with the preparation of any and all applicable documentation for grants such as the 2016-2017 IL Energy Now Public Sector - Department of Commerce and Economic Opportunity Grant, and Congestion Mitigation and Air Quality (CMAQ) Improvement Program.

5. ITS Review and Application

Review and application of Intelligent Transportation Systems may include but is not limited to the following:

- Preparation and/or review of documents for installation of underground conduit, fiber optic cable, tracer cable, Layer II switches, PTZ cameras, traffic signal software or controller upgrade, and other ITS and communications equipment.
- Coordination of design and construction with outside agencies.
- Review and recommendations of current installations of ITS equipment.
- Research and implementation of new ITS technologies.
EXHIBIT B

(Left Intentionally Blank)
## EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: Christopher B. Burke Engineering, Ltd.  
PROJECT: Traffic Signal Design Engineering Services;  
Section No. 18-TSENG-01-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>PRINCIPAL</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>ENGINEER VI</td>
<td>$65.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>ENGINEER V</td>
<td>$50.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>ENGINEER IV</td>
<td>$40.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>ENGINEER III</td>
<td>$30.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>ENGINEER II/III</td>
<td>$20.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>SURVEY V</td>
<td>$65.00</td>
<td>$70.00</td>
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<tr>
<td>SURVEY IV</td>
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<td>$68.00</td>
</tr>
<tr>
<td>SURVEY III</td>
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<tr>
<td>SURVEY II</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>SURVEY I</td>
<td>$15.00</td>
<td>$38.00</td>
</tr>
<tr>
<td>SURVEY INTERN</td>
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<td>$25.00</td>
</tr>
<tr>
<td>ENVIRONMENTAL RESOURCE SPECIALIST V</td>
<td>$55.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>ENVIRONMENTAL RESOURCE SPECIALIST IV</td>
<td>$42.00</td>
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<td>ENVIRONMENTAL RESOURCE SPECIALIST III</td>
<td>$30.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>ENVIRONMENTAL RESOURCE SPECIALIST I/II</td>
<td>$24.00</td>
<td>$34.00</td>
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<tr>
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<tr>
<td>LANDSCAPE ARCHITECT</td>
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</tr>
<tr>
<td>CAD MANAGER</td>
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<tr>
<td>ASSISTANT CAD MANAGER</td>
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<tr>
<td>CAD II</td>
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<tr>
<td>GIS SPECIALIST III</td>
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<td>$50.00</td>
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<tr>
<td>GIS SPECIALIST I/II</td>
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<td>$35.00</td>
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<tr>
<td>ENGINEERING INTERN</td>
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<tr>
<td>ADMINISTRATIVE</td>
<td>$20.00</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

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

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

Date: 4-17-18

Approved By COUNTY:  
[Signature on File]

Date: 5/16/18

Page 1 of 2
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
**COMPANY NAME:** Christopher B. Burke Engineering, Ltd.

**PTB NUMBER:** Traffic Signal Design Engineering Services

**TODAY'S DATE:** 4/23/2018

### Direct Costs Check Sheet

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UNITS</th>
<th>AMOUNT</th>
<th>QUANTITY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
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<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></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></td>
<td>$0.545</td>
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</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/hour day (4 hours or less) or $60/full day</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Taxis</td>
<td>Actual cost (Up to $55/day)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td></td>
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<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
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<td>$0.00</td>
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<td>Monuments (Permanent)</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td></td>
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<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
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<tr>
<td>2-Way Radio (Survey or Phase II Only)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</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>CADO</td>
<td>Actual cost (Max $15/hour)</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>Public Meeting Exhibits/Display and Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Courtroom Fees</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer/Cleaning and Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Utility Expansory Tracing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>Testing of Soil Samples</td>
<td>Actual cost</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
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<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td><strong>TOTAL DIRECT COST</strong></td>
<td></td>
<td></td>
<td></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
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Eckhoff</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>Jan 22, 2018</td>
</tr>
</tbody>
</table>

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

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/

Signature on File

I hereby acknowledge:
Authorized Signature

Printed Name          | Christopher B. Burke
Title                 | President
Date                  | April 18, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Zay</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$1,000.00</td>
<td>01/17/17</td>
</tr>
<tr>
<td>Grant Eckhoff</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>02/06/17</td>
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<tr>
<td>Dan Cronin</td>
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<td>Political Donation</td>
<td>$350.00</td>
<td>02/20/17</td>
</tr>
<tr>
<td>Janice Anderson</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>04/17/17</td>
</tr>
<tr>
<td>Donald Puchalski</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
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<td>04/17/17</td>
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<tr>
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<tr>
<td>Brian Krajewski</td>
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<tr>
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<td>Political Donation</td>
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<td>08/28/17</td>
</tr>
<tr>
<td>Pete DiCianni</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
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<tr>
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<td>Jim Zay</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
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<td>11/01/17</td>
</tr>
<tr>
<td>Amy Grant</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>11/14/17</td>
</tr>
</tbody>
</table>

Signature on File

Signature on File

04/18/18
Requisition 25k and over

DT-P-0150-18

AWARDING RESOLUTION
ISSUED TO THE DETROIT SALT COMPANY L.C.
D/B/A DETROIT SALT COMPANY, LLC
TO FURNISH AND DELIVER BULK ROCK SALT
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $1,007,250.00)

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 The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, is hereby approved for issuance to The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, 12841 Sanders Street, Detroit, Michigan 48217, for a contract total not to exceed $1,007,250.00; per lowest responsible bid 18-093-JM.

Enacted and approved this 22nd 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>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>06/01/18-05/31/19</td>
<td>$1,007,250.00</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock
  - Completed 05/01/2018 11:43 AM

- Christopher Snyder
  - Completed 05/01/2018 4:03 PM

- Kathy Ostrowski
  - Completed 05/02/2018 12:30 PM

- James McGuire
  - Completed 05/03/2018 9:18 AM

- Paul Rafac
  - Completed 05/07/2018 7:41 AM

- Kathy Ostrowski
  - Completed 05/08/2018 3:52 PM

- Transportation Committee
  - Completed 05/15/2018 10:00 AM

- Finance Committee
  - Pending 05/22/2018 8:00 AM

- County Board
  - Pending 05/22/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: The Detroit Salt Company</th>
<th>Vendor #: 26713</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sarah Sanchez</td>
<td>Email: <a href="mailto:sales@detroitsalt.com">sales@detroitsalt.com</a></td>
</tr>
<tr>
<td>Address: 12841 Sanders Street</td>
<td>City: Detroit, State: MI, Zip: 48217</td>
</tr>
<tr>
<td>Phone: 313-841-5144</td>
<td>Fax: 313-841-0466</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Department: Division of Transportation</th>
<th>Division: Highway Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Curcio</td>
<td>Email: <a href="mailto:Kathy.black@dupageco.org">Kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>City: Wheaton, State: IL, Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: The Detroit Salt Company</th>
<th>Vendor #: 26713</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 12841 Sanders St.</td>
<td>City: Detroit, State: MI, Zip: 48217</td>
</tr>
<tr>
<td>Phone: 313-841-5144</td>
<td>Fax: 313-841-0466</td>
</tr>
</tbody>
</table>

**Ship To:**

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

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Requisition</td>
</tr>
<tr>
<td>Destination</td>
<td>Dacie Garza, CPPB</td>
</tr>
</tbody>
</table>

**Use for**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Jun 1, 2018</td>
<td>May 31, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

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

| 1 | 1 | EA | BULK ROCK SALT - GROUP 1 - 15,000 TONS (100%) @ $67.15/TON - GROUP 1 - DUPAGE COUNTY | 1500 | 3510 | 52270 | 1,007,250.00 | 1,007,250.00 |

### Requisition Total

$1,007,250.00

---

**Header Comments**

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER BULK ROCK SALT FOR ROAD DEICING FOR THE 2018/2019 WINTER SNOW SEASON, AS NEEDED, FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019 PER LOW BID 18-093-JM

GROUP 1 - DUPAGE COUNTY - THE QUANTITY SHOWN ON THIS PURCHASE ORDER IS AN ESTIMATE ONLY. DUPAGE COUNTY DIVISION OF TRANSPORTATION AGREES TO PURCHASE AT LEAST 80% OF THE QUANTITY SHOWN. IF DUPAGE DOES NOT UTILIZE OR ORDER 80%, DUPAGE COUNTY WILL PAY FOR THE 80% AND IT WILL BE KEPT AT THE TERMINAL. THIS WILL BE HANDLED AT NO ADDITIONAL CHARGE TO THE COUNTY. THE MAXIMUM QUANTITY AMOUNT TO BE ORDERED AT $67.15/TON IS 130% OF THE QUANTITY SHOWN. IF ADDITIONAL QUANTITIES ARE NECESSARY, THE UNIT COST BETWEEN 130% AND 150% OF THE PROJECTED TOTAL WILL BE AT $75.25/TON.

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

These comments will NOT appear on the Purchase Order:

EMAIL COMPLETED APPROVED PO TO SARAH SANCHEZ

**User Department Internal Notes**

These comments will NOT appear on the Purchase Order:

FY2018 1500 3510 52270 $100.00
FY2019 1500 3510 52270 $1,007,150.00

DT-P-0150-18
Transportation - 05/15/18
County Board - 05/20/18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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

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

To furnish and deliver bulk rock salt for a contract total not to exceed $1,007,250.00.

**Reason for Procurement**

Bulk rock salt is a de-icer used for the removal of snow and ice on DuPage County maintained roadways.

**FUNDING SOURCE**

- [x] 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 # 18-093-JM 
  QUOTE < $25,000, BID > $25,000; attach Tabulation
- [ ] RENEWAL, Enter Bid #  
  Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<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 26, 2018</td>
<td></td>
<td></td>
<td></td>
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</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>5/18/18</td>
<td></td>
<td>5/3/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>5/7/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Packet Pg. 677**
## THE COUNTY OF DuPAGE
### # 18-093-JM BULK ROCK SALT
### BID TABULATION
### BID OPENING DATE: 04/25/18 - 2:30 p.m.

<table>
<thead>
<tr>
<th></th>
<th>DETROIT SALT CO.</th>
<th>CARGILL, INC.</th>
<th>MORTON SALT, INC.</th>
<th>COMPASS MINERALS AMERICA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Delivery Qty</td>
<td>Unit Price per Ton</td>
<td>Extended Total</td>
<td>Unit Price per Ton</td>
</tr>
<tr>
<td><strong>Group 1 - DuPage County Standard Delivery</strong></td>
<td>15,000</td>
<td>$67.15</td>
<td>$1,007,250.00</td>
<td>$70.36</td>
</tr>
<tr>
<td><strong>Unit Cost per Ton 130% -150% of Projected Usage</strong></td>
<td></td>
<td>$75.23</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td><strong>Group 2A - Townships/Municipalities Early Delivery</strong></td>
<td>7,096</td>
<td>$67.15</td>
<td>$476,496.40</td>
<td>$70.36</td>
</tr>
<tr>
<td><strong>Group 2B - Townships/Municipalities Standard Delivery</strong></td>
<td>56,820</td>
<td>$67.15</td>
<td>$3,815,463.00</td>
<td>$70.36</td>
</tr>
<tr>
<td><strong>Unit Cost per Ton 130% -150% of Projected Usage</strong></td>
<td></td>
<td>$75.23</td>
<td>Not Provided</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>42</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Bidders Requesting Bid Documents</td>
<td>10</td>
</tr>
<tr>
<td>Total Bid Responses Received</td>
<td>4</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>JM, CH</td>
</tr>
</tbody>
</table>

---

Attachment: The Detroit Salt Company - Bid Tab (DT-P-0150-18 : The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC)
COUNTY OF DU PAGE, ILLINOIS

Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>The Detroit Salt Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>313-541-5144</td>
</tr>
</tbody>
</table>

Company Contact: Gabrielle Hopkins
Contact Email: sales@detroitsalt.com

Bid/Contract/PO #: #18-093-JM

Date: 4/23/18

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

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

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

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

Add Item
Recipient  Description  Amount/Value  Date Made
X

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.dupagecounty.org/CountyBoard/Policies/

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

Authorized Signature

Emanuel Z. Menos, President

Date 4/23/18

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1 4/1/16

Packet Pg. 679
AWARDING RESOLUTION
ISSUED TO CLARK-DEVON HARDWARE COMPANY, INC.
TO FURNISH AND DELIVER CALCIUM MAGNESIUM ACETATE
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $90,090.00)

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 Clark-Devon Hardware Company, Inc., to furnish and deliver calcium magnesium acetate for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver calcium magnesium acetate for the Division of Transportation, is hereby approved for issuance to Clark-Devon Hardware Company, Inc., 6401 North Clark Street, Chicago, Illinois 60626, for a contract total not to exceed $90,090.00; per renewal option under bid award 16-104-BF, second of three options to renew.

Enacted and approved this 22nd 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>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

- Eva Hitchcock
  - Completed 05/01/2018 11:42 AM
- Christopher Snyder
  - Completed 05/01/2018 4:04 PM
- Kathy Ostrowski
  - Completed 05/02/2018 12:37 PM
- James McGuire
  - Completed 05/03/2018 9:24 AM
- Paul Rafac
  - Completed 05/07/2018 7:42 AM
- Kathy Ostrowski
  - Completed 05/08/2018 3:50 PM
- Transportation Committee
  - Completed 05/15/2018 10:00 AM
- Finance Committee
  - Pending 05/22/2018 8:00 AM
- County Board
  - Pending 05/22/2018 10:00 AM
## Purchase Requisition
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Clark-Devon Hardware Company, Inc.  
  - **Vendor #:** 19835-P1  
- **Attn:** Ken Walchak  
- **Address:** 6401 N. Clark St.  
- **City:** Chicago  
  - **State:** IL  
  - **Zip:** 60626  
- **Phone:** 773-764-3575  
  - **Fax:** 773-764-4480

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

### Send Payments To:
- **Dept:** Division of Transportation  
  - **Division:** Grounds  
- **Attn:** Keith Fuchs  
- **Address:** 140 N. County Farm Road  
- **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187  
- **Phone:** 630-407-6944  
  - **Fax:**

### Ship To:
- **Dept:** Division of Transportation  
  - **Division:** Grounds  
- **Attn:**  
- **Address:**  
- **City:**  
  - **State:** IL  
  - **Zip:**  
- **Phone:** 630-407-6944  
  - **Fax:**

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

### PO 25 only
- **Use for:** Contract Administrator  
  - **Contract Start Date:**  
  - **Contract End Date:**  

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40</td>
<td>EA</td>
<td>CALCIUM MAGNESIUM ACETATE (CMA) METRIC TON SACKS</td>
<td>18</td>
<td>1500</td>
<td>1101</td>
<td>52270</td>
<td></td>
<td></td>
<td>2,252.25</td>
<td>90,090.00</td>
</tr>
</tbody>
</table>

**Requisition Total $ 90,090.00**

### Header Comments (these comments will appear on the PO25 and PO25 Purchase Order):
- **THIS CONTRACT PURCHASE ORDER IS FOR FORTY (40) METRIC TON SACKS OF CALCIUM MAGNESIUM ACETATE (CMA) PER 16-104-BF OPTION TO RENEW**

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
- **EMAIL COMPLETED APPROVED PO TO KEN WALCHAK**

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
- **FY2018 1500 1101 52270 $90,090.00**
  - DT-P-0151-18  
  - Transportation - 05/15/18  
  - County Board - 05/22/18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

| Vendor: | Clark-Devon Hardware Company, Inc. |
| Vendor #: | 19835 |
| Contract Term: | One time delivery |
| Contract Total: | $90,090.00 |
| Dept: | Division of Transportation |
| Contact: | Darcie Garza, CPPB |
| Phone: | 630-407-6906 |
| Assigned Committee: | Transportation |

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

To furnish and deliver calcium magnesium acetate (CMA) for a contract total not to exceed $90,090.00

**Reason for Procurement**

The 479 and 509 parking garages are pre-cast concrete. The Coroner/Generator Facility and Children’s Center are both housed on brick paver parking lots. A non-corrosive deicer is needed to ensure that the de-icer does not corrode the steel reinforcing strands in the pre-cast concrete sections. Calcium Magnesium Acetate is a non-corrosive de-icer that is a proven product for the application and has also been proven to be the optimal product to use on brick paver lots.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 1101 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 # 16-104-BF ____________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 ____________ Public Utility
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________

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

| Prepared By | DG, CPPB |
| Date | Apr 23, 2018 |
| Recommended for Approval | 5/1/18 |
| IT Approval, if required | Date |

**REVIEWED BY (Initials Only)**

| Buyer | Date | 5/6/18 |
| Procurement Officer | Date | 5/3/18 |
| Chief Financial Officer (Decision Memos Over $25,000) | Date | 5/7/18 |
| Chairman’s Office (Decision Memos Over $25,000) | Date |

**Packet Pg. 683**
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 Clark Devon Hardware, 6401 N.Clark St., Chicago, IL 60626 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to low bid #16-104 which became effective June 30, 2016. This contract is subject to a 2nd 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 #16-104 with pricing same as 2018 (see attached).

The contract renewal becomes effective June 30, 2018 contingent upon any applicable Parent Committee and Board approval.

CLARK DEVON HARDWARE

Signature on File

04/20/18

DATE

SIGNATURE

KAREN R. WACHACEK

PRINTED NAME

PRESIDENT

PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Signature on File

4/20/18

DATE

SIGNATURE

Joan McAvoy

Buyer II

Attachment: Clark-Devon Hardware Company, Inc. - Renewal (DT-P-051-18 : Clark-Devon Hardware Company, Inc.)
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: Clark-Devon Hardware Co Inc

Contact Phone: 773 764 3556

Company Contact: Kenneth R. Walton

Contact Email: kenneth.r.walton@clark-devon.com

Date:

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>
<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.

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
- 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.duponco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name

Title

Date

Signature on File
AWARDING RESOLUTION
ISSUED TO FINKBINER EQUIPMENT COMPANY
TO FURNISH AND DELIVER ONE (1) ROAD WIDENER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $54,750.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Finkbiner Equipment Company, to furnish and deliver one (1) road widener for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) road widener for the Division of Transportation, is hereby approved for issuance to Finkbiner Equipment Company, 15W400 North Frontage Road, Burr Ridge, Illinois 60527, for a contract total not to exceed $54,750.00; exempt from bidding per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bids.

Enacted and approved this 22nd 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>Requesting Dept.</th>
<th>Transportion Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$54,750.00</td>
<td></td>
<td></td>
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</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Sole Source - Attach Sole Source Justification

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>05/01/2018 11:41 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>05/01/2018 4:04 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/02/2018 12:17 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/07/2018 8:16 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/08/2018 7:34 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/08/2018 10:08 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/15/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/22/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/22/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Finkbiner Equipment Company  
  **Vendor #:** 10151  
  **Attn:** Andy Bazan  
  **Email:** abazan@finkbiner.com  
- **Address:** 15W400 North Frontage Road  
  **City:** Burr Ridge  
  **State:** IL  
  **Zip:** 60527  
  **Phone:** 630-654-3700  
  **Fax:** 630-654-3792

**Send Payments To:**
- **Vendor:** Finkbiner Equipment Company  
  **Vendor #:** 10151  
  **Attn:** Email:  
- **Address:** 15W400 North Frontage Road  
  **City:** Burr Ridge  
  **State:** IL  
  **Zip:** 60527  
  **Phone:** Fax:

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

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

## Payment Terms
- **F.O.B.:** PO 20 Delivery Date: Jun 12, 2018  
  **Requisitioner:** Darcie Garza, CPPB

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

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Model FH R-RH</td>
<td>Road Widener</td>
<td>18</td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td></td>
<td>54,750.00</td>
<td>54,750.00</td>
</tr>
</tbody>
</table>

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

- To furnish and deliver one Full Hydraulic with remote control Road Widener with pintle hitch, push plate kit with hardware and single discharge curb attachment for a contract total with freight, not to exceed $54,750.00.

- Call Joe Bechtold, 48 hours prior to delivery, 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 Andy Bazan

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

- FY2018 1500 3510 54110 $54,750.00
- DT-P-0152-18
- Transportation - 05/15/18
- County Board - 05/22/18
**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: Finkbiner Equipment Company</th>
<th>Vendor #: 10151</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $54,750.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To furnish and deliver one (1) Road Widener with options, as listed, for a contract total not to exceed $54,750.00.

**Reason for Procurement**
A skid steer attachment that lays down aggregate and is ideal for shouldering, asphalt patching, trench backfilling, road widening and curb backfilling.

**FUNDING SOURCE**

- [X] Procurement budgeted for (FY and budget code(s)): 1500 3510 54110
- [ ] Budget Transfer (Date) ___________ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Apr 24, 2018</th>
<th>Recommended for Approval</th>
<th>Apr 24, 2018</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</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>Chief Financial Officer</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office</td>
</tr>
</tbody>
</table>
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-1500-063</td>
<td>Division of Transportation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finkbiner Equipment Company</td>
<td>Road Widener</td>
</tr>
</tbody>
</table>

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

Model FH-R-RH Full Hydraulic with remote control Road Widener attachment. This skid steer attachment lays down aggregate and is ideal for shouldering, asphalt patching, trench backfilling, road widening and curb back filling.

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

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

<table>
<thead>
<tr>
<th>REQUESTED SOURCE</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finkbiner Equipment Company</td>
<td>Andy Bazan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>630-654-3700</td>
<td></td>
</tr>
</tbody>
</table>

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

This model is unique, as it is an implement that attaches to a skid steer. The only other implement style widener is designed to fit on a loader or a grader (Midland). Other models reviewed, were stand alone models at a much higher price point.

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

Yes

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

Midland - Attachment style widener, only available as an attachment for a loader or grader
LeeBoy, Weller and Blaw-Knox - Full size independent road wideners (higher price point)
Caterpillar, John Deere, Volvo and Komatsu - Road Wideners not available

**SIGNATURE ON FILE**

**DEPARTMENT APPROVAL**

**SIGNATURE ON FILE**

**PURCHASING REVIEW**

Attachment: Finkbiner Equipment Company - Sole Source-A (DT-P-0152-18 : Finkbiner Equipment Company)
Finkbiner Equipment Company is the sole authorized dealer for Northern Illinois for the Road Widener LLC from Oconomowoc, Wisconsin.

This includes the Model FH R –RH Full Hydraulic with remote control Road Widener attachment.

Finkbiner Equipment is responsible for the sales and parts and service to support this product in this territory.

Please feel free to call or e-mail if you have any questions regarding this account.

Thanks

Andy Bazan
Finkbiner Equipment Co.
15W 400 North Frontage Road
Burr Ridge, IL 60527
630-654-3700 Office
630-654-3792 Fax
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: 4-20-2018

<table>
<thead>
<tr>
<th>Company Name: FINKBINER EQUIPMENT CO.</th>
<th>Company Contact: ANNY BAZAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-654-3700</td>
<td>Contact Email: <a href="mailto:ABAZAN@FINKBINER.COM">ABAZAN@FINKBINER.COM</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge

Authorized Signature

Printed Name

Title

Date

4-20-2018

Signature on File

Packet Pg. 692
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND A. EPSTEIN AND SONS INTERNATIONAL, INC.
FOR PROFESSIONAL HEATING AND MECHANICAL
INVESTIGATION SERVICES FOR BUILDING 140
(CONTRACT TOTAL NOT TO EXCEED $50,000.00)

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 Heating and Mechanical Investigation Services for Building 140; and

WHEREAS, A. Epstein and Sons International, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Heating and Mechanical Investigation Services, and is willing to perform the required services for an amount not to exceed $50,000.00; 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 A. Epstein and Sons International, Inc. be hereby accepted and approved for a contract total not to exceed $50,000.00 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 A. Epstein and Sons International, Inc., 600 West Fulton Street, Chicago, Illinois 60661, by and through the Division of Transportation.

Enacted and approved this 22nd 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-0153-18

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>CON'TRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>05/03/2018 9:05 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>05/03/2018 11:36 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/03/2018 4:06 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/07/2018 8:15 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/08/2018 7:33 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>05/08/2018 7:37 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
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<td>Transportation Committee</td>
<td>Completed</td>
<td>05/15/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/22/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/22/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** A. Epstein and Sons International, Inc.
- **Attn:** Jim Jirsa
- **Address:** 600 W. Fulton Street, Chicago, IL 60661
- **Phone:** 312-454-9100

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

### Send Payments To:
- **Vendor #:**
- **Attn:**
- **Address:**
- **City:** Chicago, IL
- **Zip:** 60661
- **Phone:** 312-559-1217

### Ship To:
- **Dept:** Division of Transportation
- **Atttn:** Mike Tuman
- **Address:** 421 N. County Farm Road, Wheaton, IL 60187
- **City:** Wheaton
- **Zip:** 60187
- **Phone:** 6900

### Payment Terms:
- **PER 50 ILCS 505/1**
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**

### Use for:
- **PO25 only**
- **Contract Administrator** Eva Hitchcock
- **Contract Start Date** Nov 30, 2018
- **Contract End Date**

<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>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Professional Heating/ Mechanical Investigation Services</td>
<td>1500</td>
<td>3500</td>
<td>53090</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Professional Heating/Mechanical Investigation Services for Building 140

### 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-0153-18
- Transportation - 05/15/18
- County Board - 05/22/18

---

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

---

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

**Procurement Services Division**

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

| Vendor: | A. Epstein and Sons International, Inc. |
| Vendor #: | 11902 |
| Dept: | Division of Transportation |
| Contact: | Mike Tuman |
| Phone: | 6900 |
| Contract Term: | Through 11/30/18 |
| Contract Total: | $50,000.00 |
| Assigned Committee: | Transportation |

**Description of Procurement/Scope of Work/Background**
Professional Heating/Mechanical Investigation Services for Building 140

**Reason for Procurement**
See attached decision memo

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-53090
- [ ] Budget Transfer (Date) ____________
- [ ] Add'l Information

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

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

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

<table>
<thead>
<tr>
<th>Emh</th>
<th>May 1, 2018</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>Prepared By</td>
<td></td>
<td></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>
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<tbody>
<tr>
<td></td>
<td>5-4-18</td>
<td></td>
<td>5-7-18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5-8-18</td>
</tr>
</tbody>
</table>
# Decision Memo
## Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Department of Transportation</th>
<th>Department Contact:</th>
<th>Michael Tuman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:michael.tuman@dupageco.org">michael.tuman@dupageco.org</a></td>
<td>Contact Phone:</td>
<td>630 407-6885</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>A. Epstein and Sons International, Inc.</td>
<td>Vendor #:</td>
<td></td>
</tr>
</tbody>
</table>

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

The Division of Transportation (DOT) is in need of professional mechanical and electrical engineering services to investigate the replacement of the rooftop air handling units and boiler system in the 140 Building for the period through November 30, 2018 for a total contract amount not to exceed $50,000.

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

Facilities Management staff completed a detailed 20 year capital plan of county facilities including all mechanical, electrical, and plumbing systems. The County requires professional mechanical and electrical service to provide the survey and assessment of the rooftop air handling units and boiler for the 140 Building to allow for budget development for the replacement project based upon a detailed scope.

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

Quality of Life

It is necessary to operate, maintain, and keep in good repair the buildings necessary for county operations.

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

Facilities Management staff solicited interest through a QBS process during which sixteen responses were received and three firms were shortlisted. Through a forced ranking system, Facilities Management determined that A. Epstein and Sons International Inc. possesses the qualified engineering staff on board to provide mechanical and electrical engineering service on behalf of the county.

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

1) Approve a contract purchase order to A. Epstein and Sons International Inc. to provide professional engineering service to investigate the replacement of the roof top air handling units and boiler for the 140 Building. (Recommended)
2) Select a different consultant, however A. Epstein and Sons International Inc. has the qualified engineering staff and the expertise to perform the professional mechanical and electrical engineering services needed for this project.

## 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 $50,000.00. The DOT has allocated sufficient funds in the FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS AND A. EPSTEIN AND SONS INTERNATIONAL, INC.
FOR PROFESSIONAL HEATING/MECHANICAL INVESTIGATION SERVICES FOR BUILDING 140

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 A. Epstein and Sons International, Inc., licensed to do business in the State of Illinois, with offices 600 West Fulton Street, Chicago, Illinois 60661-1259 (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 heating/mechanical investigation services for building 140 (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 heating/mechanical investigation services for building 140 and is willing to perform the required services for an amount not to exceed $50,000.00; and

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

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

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

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

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

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

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

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

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

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

3.0 NOTICE TO PROCEED

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

Authorization to proceed with various tasks 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 limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

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

5.2 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 November 30, 2018, unless the term of this AGREEMENT is extended.

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

6.0 DElIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit B.

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 $50,000.00. 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.

For work performed, the COUNTY shall pay the CONSULTANT in accordance with the Schedule of Fees and/or hourly rates attached and incorporated hereto as Exhibit C. The CONSULTANT may not charge the COUNTY for direct expenses not included in the Schedule of Fees.

7.3 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.

7.4 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted on IDOT’S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.
The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.5 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.”

7.6 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.

7.7 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

8.1a 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
10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.
12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

(b) The expiration of this AGREEMENT on November 30, 2018, or to a new date agreed upon by the parties, or
(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2018.

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

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

16.0 TERMINATION

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

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

A. Epstein and Sons International, Inc.
600 West Fulton Street
Chicago, IL 60661-1259
ATTN: Jim Jirsa
Executive Managing Director
Chief Financial Officer
Phone: 312.454.9100
Facsimile: 312.559.1217
Email: jjirsa@epsteinglobal.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.Snyder@dupageco.org
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m. - 4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m. - 4:30p.m. CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

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

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

COUNTY OF DUPAGE

BY: Daniel J. Cronin, Chairman
    DuPage County Board

ATTEST BY: Paul Hinds, County Clerk

A. EPSTEIN AND SONS INTERNATIONAL

BY: NAME: James J. Epstein
    TITLE: Vice President

ATTEST BY: NAME: Patrick O'Brien
    TITLE: Vice President
01 Project Scope of Work

01.1 General

Description

A. The Department of Transportation (DOT) Building 140 located in Wheaton, IL requires modifications/upgrades to existing building components. Building 140 is currently operated by the DOT but is maintained by DuPage County Facilities Management. The extent of modifications are as follows.

1. Air Handling Systems

- RTU1 – Unit currently serves office and ancillary spaces. It is currently beyond life expectancy and is in need of replacement.
- RTU2 – Unit currently serves office and ancillary spaces. Unit is currently in working order but will require additional investigation to determine operational performance.
- RTU3 - Unit currently serves office and ancillary spaces. Unit is currently in working order but will require additional investigation to determine operational performance.
- RTU4 – Unit is relatively new and in good working order.

2. Boilers

- There are two existing boilers (circa 1950) that used to provide heating (steam) to the entire facility. In recent years the office portion of the building has been divorced from the steam system in lieu of gas fired roof top units. The boilers still serve the garage heating via localized space fan units. The intent is to remove these boilers.

3. Garage Heating

- Existing localized steam space fan units will be removed and replaced with alternative heating system. Epstein will evaluate several options based upon prior design work completed with Tollway.

4. Garage Ventilation
a. Existing garage ventilation will be assessed to determine if applicable codes are currently being met for proper ventilation. If system requires replacement Epstein will evaluate several options based upon prior design work completed with IDOT.

5. Building Controls
   a. It is anticipated that all new equipment will be tied into the existing campus system.
   b. Epstein will investigate the ability to tie in existing equipment into the existing campus system.

6. Electrical Service
   a. The current electrical service equipment (120/208) (circa 1950) is beyond life expectancy and will be replaced.

7. Generator / Transfer Switch
   a. The backup generator has outlived its useful life and will be replaced. Epstein will work with DOT staff to determine the size of the new unit and specifically, what systems require generator power (evaluate what should be going to the generator, and what currently goes to the generator).
   b. Transfer switch is in need of replacement.

Objectives

A. Budget pricing for project completed by June 1, 2018.
B. Design and permitting need to be completed in FY2018 such that construction can be completed in FY2019.

Basis of Proposal

A. Service within this proposal are based upon the following documents.
   1. Site Visit (Dated 03/09/2018).

Project Services

A. The following represents services that will be completed for each area and or building.

<table>
<thead>
<tr>
<th>Space / Area Description</th>
<th>Architectural</th>
<th>Interiors</th>
<th>Structural</th>
<th>Civil</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Plumbing</th>
<th>Fire Protection</th>
<th>Process</th>
<th>Lighting</th>
<th>Low Voltage</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garage Area</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office (2 Levels)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Areas approximated by scaling Google Maps.

Architecture / Interiors / Engineering / Construction
600 West Fulton Street, Chicago, Illinois 60661-1259
### Project Phases

A. The following represents phases to complete the project and the respective services offered at each phase.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Architectural</th>
<th>Interiors</th>
<th>Structural</th>
<th>Civil</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Plumbing</th>
<th>Fire Protection</th>
<th>Process</th>
<th>Lighting</th>
<th>Low Voltage</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project Schedule

A. The following represents anticipated project schedule based upon Epstein professional experience with similar projects.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
<th>Estimated Weeks</th>
<th>Estimated Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>TBD</td>
<td>TBD</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
02 Design Services

02.1 Codes

General
A. Research relevant codes and agencies.

02.2 Public Utilities (Non-Civil)

Electric
A. Coordinate utility service from property line to entrance of building. Design shall include but not be limited to ductbanks, manholes, handholes, conduits, pads and electrical equipment.
B. Provide design information to Civil Engineer for coordination of other site work.

Gas / Water
A. No upgrade to gas/water utilities anticipated for this project

Storm / Sewerage
A. No upgrade to storm/sewerage utilities anticipated for this project

02.3 Field Investigation / Existing Conditions

Client and Real Estate Broker Responsibilities
A. DuPage County Facilities Management and/or Real Estate Broker will provide available documentation for the existing conditions assessment. This will include site surveys, site and building plans, specifications, as-built plans, soil and substrata reports, warranties and service agreements currently in effect, previous Consultants reports, and any additional documentation regarding existing conditions. If additional documentation is required but unavailable, Epstein, Client and Real Estate Broker will jointly determine how to obtain that documentation. It is also expected the Client and Real Estate Broker will provide full accessibility to the site and will meet with the Epstein team on-site to determine report requirements and priorities.

General
A. Field investigation will be conducted to determine existing conditions, record equipment locations, equipment data and verify as-built documentation (if available).
B. As-built information to be provided as listed above. In the absence of as-built documentation existing conditions will be verified by field investigation.
C. Documentation and verification of existing conditions will cover only those items which are readily observable and accessible and will be limited to such equipment/systems affected by the requirements of the project unless otherwise indicated. For equipment and associated material not readily accessible Epstein will rely on as-built drawings or thorough investigation by on-site contractor.

02.4 Architecture

Design Scope
### Structural

#### Design Scope

<table>
<thead>
<tr>
<th>System</th>
<th>Included</th>
<th>General Scope / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis of Design</td>
<td>Yes</td>
<td>$3,400</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Boiler Removal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Electrical Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Roof</td>
</tr>
</tbody>
</table>

### Construction

#### Design Scope

<table>
<thead>
<tr>
<th>System</th>
<th>Included</th>
<th>General Scope / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis of Design</td>
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<td>$1,200</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Foundation Wall</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Boiler Room Floor</td>
</tr>
</tbody>
</table>

- Development of ROM costs from the Basis of Design produced by electrical, structural, mechanical and architectural.
## Mechanical

### System Selection

A. EPSTEIN mechanical design will analyze and recommend systems that consider such factors as project location, climate, comfort, budget, energy consumption, operations and client requirements. EPSTEIN will not attempt to analyze every potential mechanical system but will focus on no more than three systems based upon professional experience with similar projects or per client request.

### Design Scope

<table>
<thead>
<tr>
<th>System</th>
<th>Included</th>
<th>General Scope / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis of Design</td>
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<td>$19,300</td>
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</table>

- Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include:
  - Boiler Removal
  - Garage Ventilation
  - Garage Exhaust
  - Garage Heating
  - Roof Top Unit Assessment
  - Building Management System
  - Geothermal

## Electrical

### Design Scope
### System | Included | General Scope / Comments
---|---|---
**Basis of Design** | Yes $11,700 | • Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.
  - Main Electrical Service
  - Generator / Transfer Switch
  - Lighting
  - Roof Top Units
  - Garage Heating
  - Ventilation
  - Boiler Removal & Replacement
  - Photovoltaic

### Plumbing
**Design Scope**

| System | Included | General Scope / Comments |
---|---|---|
**Drains** | Yes | • Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include. |

### Fire Protection
**Design Scope**

| System | Included | General Scope / Comments |
---|---|---|
**Fire Protection** | No | • No work required. |

03 Project Deliverables

03.1 Demolition Drawings

General

A. Demolition drawings will be prepared for the following components of the project.

B. Drawings will be prepared to indicate general scope of demolition and not all components of a system to be removed will be explicitly shown. Additional language will be included in project documents to convey demolition requirements not specifically indicted on the demolition drawings.

03.2 Study (Survey & Validation)

General

A. The intent during the study phase is to explore, with enough in-depth analysis and investigation, potential solutions and capture in a Basis of Design document. This comprehensive document will outline in narrative format the potential design scenarios without having to complete design drawings. This will create a greater opportunity to have a more fluid discussion between Epstein, DuPage and project stakeholders about design direction and cost.

Architectural

A. Preliminary architectural plans.

Construction

A. Budgetary report based upon Basis of Design document.

Mechanical / Electrical / Plumbing

A. Basis of Design narrative that will provide the cornerstone for the design moving forward. This narrative will seek to capture the following components.

1. Recommended design path.
2. Existing conditions assessment.
3. Remedial work requirements.
4. Identification of deficient conditions and recommendations.

03.3 Construction Documents

General

A. Final preparation of drawings and specifications establishing the requirements for construction of the project. The construction documents will describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents are intended to be consistent with the project program, the construction budget, and the project schedule.

B. The construction documents will serve as a basis for obtaining bids from contractors and are used by contractors to obtain price quotes from subcontractors

Architecture

A. Architectural plans as required to allow completion of the project. Intended deliverable include the following:

1. Roof patching.
2. Curb adjustment (Larger / Smaller)
3. Waterproofing and flashing.
4. Boiler room modifications to satisfy new electrical service.

**Mechanical / Electrical / Plumbing**

A. Equipment Layout(s)
B. Plan(s)
C. Riser Diagram(s)
D. System Diagram(s)
E. Equipment Schedule(s)
F. System Standard(s)
G. Control Diagrams
H. Sequence of Operations
I. Specifications

**03.4 Construction Administration**

**General**

A. Provide construction administration services for the duration of construction.

**Mechanical / Electrical / Plumbing**

A. Review and respond to shop drawings and submittals.
B. Review and respond to RFI.
C. Attend on-site construction meetings.
   1. Assume one engineer/architect one meeting per month.
D. On-site witness of system testing services as required by specifications.
E. Provide substantial completion punchlist.
### Assumptions / Exclusions

#### 04.1 Public Utilities
- EPSTEIN assumes that existing public utilities are adequate to serve the proposed project.

#### 04.2 Existing Base Building Systems
- EPSTEIN assumes that the base building electrical, mechanical, water and gas infrastructure is adequate to handle the proposed renovation. Additional services will be required if existing base building systems require extensive upgrade or Owner selects alternate system.
- Ductwork and piping currently connected to existing air handling units will be adequate for reconnection to new air handling units without modifications.
- Existing building will have to be re-balanced after installation of new air handling units. Oversight or design documentation necessary to facilitate re-balance is not covered in this proposal.

#### 04.3 Structural
- EPSTEIN assumes that modification to structural building elements such as supports, beams, slabs and foundation will not be required. If modifications are necessary then additional services for this effort will be required and negotiated with Owner.

#### 04.4 Site Conditions
- Site condition information and local utility studies will be provided by others.

#### 04.5 Civil Engineering
- The following scope of work and information shall be completed/provided by others.
- All electrical, sanitary, storm and telecommunications infrastructure shall be fully coordinated and routed to within 5'-0" of building footprint for connection by EPSTEIN.

#### 04.6 Operations & Maintenance Manuals
- Operation and maintenance manuals for building systems and equipment will be provided by others.

#### 04.7 Bill of Materials
- Provided by others.

#### 04.8 Training Manuals & Seminars
- Training material and seminars will be provided by others.

#### 04.9 Commissioning
- Commissioning activities as it relates to the design and construction process to be provided by others.
05 Compensation - Expenses

05.1 General

A. Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by the Architect and Architect’s employees and consultants in the interest of the project, as identified in the following clauses:

1. Expense of postage, courier and messenger service, and handling of drawings, specifications and other documents, in connection with the project.

2. Expense of reproduction to include but not be limited to sepias, blueline and photocopies.

3. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.

05.2 Reimbursable Expenses

A. The following reimbursable expenses are expected to be incurred for this project.

1. Plotting / Printing

05.3 Consultants

A. The following consultants will be retained by Epstein.

1. No retained consultants.
## Compensation - Fees

### 06.1 Basic Services

#### Compensation Table

A. Compensation for design services will be provided as outlined in the table below and compensated on a lump sum FIXED FEE basis.

<table>
<thead>
<tr>
<th>Phase / Task</th>
<th>Labor Compensation</th>
<th>Estimated Direct Expenses</th>
<th>Retained Consultants</th>
<th>Total Fee</th>
<th>Estimated Reimbursable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture</td>
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<td>$3,400</td>
<td>$200</td>
</tr>
<tr>
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<tr>
<td>Construction</td>
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<td>$1,200</td>
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</tr>
<tr>
<td>Design</td>
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<tr>
<td>Architecture</td>
<td></td>
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<td></td>
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<tr>
<td>Engineering</td>
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<td>Construction</td>
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<tr>
<td>Construction</td>
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<td><strong>Totals</strong></td>
<td><strong>$39,600</strong></td>
<td></td>
<td></td>
<td><strong>$39,600</strong></td>
<td><strong>$200</strong></td>
</tr>
</tbody>
</table>

### 06.2 Additional Services

#### General

A. Any supplemental services required, and duly authorized by DuPage County Division of Transportation are in addition to the lump sum fee quoted above and will be billed in accordance with the attached rate schedule, or as negotiated, based on the specific individuals involved. It is understood that the supplemental services are not included in the lump sum fee amount.

#### Agreed Services

Architecture / Interiors / Engineering / Construction

600 West Fulton Street, Chicago, Illinois 60661-1259
## Hourly Rates (2018)

### General

A. Should adjustments of this agreement be required for reasons as listed in this proposal the hourly rates as indicated in the table below shall be utilized to establish fees.

B. Rates are subject to change January 1, 2019.

<table>
<thead>
<tr>
<th>Architecture</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Design Architect</td>
<td>$194</td>
</tr>
<tr>
<td>Senior Technical Architect</td>
<td>$194</td>
</tr>
<tr>
<td>Senior Project Architect</td>
<td>$150</td>
</tr>
<tr>
<td>Senior Sustainability Analyst</td>
<td>$150</td>
</tr>
<tr>
<td>Specifier</td>
<td>$149</td>
</tr>
<tr>
<td>Senior Technical Professional</td>
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<tr>
<td>Design Architect</td>
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<td>Project Architect</td>
<td>$115</td>
</tr>
<tr>
<td>Technical Professional</td>
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<tr>
<td>Architect</td>
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<td>Design Professional</td>
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</tr>
<tr>
<td>Assistant Specifier</td>
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</table>

<table>
<thead>
<tr>
<th>MEP</th>
<th>Billing Rate</th>
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</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$182</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$157</td>
</tr>
<tr>
<td>Senior Technical Engineer</td>
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</tr>
<tr>
<td>Project Engineer</td>
<td>$149</td>
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<tr>
<td>Technical Engineer</td>
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<td>Senior Design Engineer</td>
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<td>Design Engineer</td>
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<td>Design Engineer</td>
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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Principals / Discipline Director</td>
<td>$275</td>
</tr>
<tr>
<td>Project Director</td>
<td>$250</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$213</td>
</tr>
<tr>
<td>Global BIM Strategist</td>
<td>$194</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$165</td>
</tr>
<tr>
<td>Associate Project Manager</td>
<td>$138</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>$98</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$67</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interiors</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Manager</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Project Architect</td>
<td>$150</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$150</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$115</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
<td>$100</td>
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<tr>
<td>Associate Project Manager</td>
<td>$97</td>
</tr>
<tr>
<td>Architect</td>
<td>$90</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$85</td>
</tr>
<tr>
<td>Design Professional</td>
<td>$75</td>
</tr>
<tr>
<td>Interior Design Professional</td>
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</table>

<table>
<thead>
<tr>
<th>Industrial Process</th>
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</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$190</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$150</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$130</td>
</tr>
<tr>
<td>Senior Design Engineer</td>
<td>$105</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$90</td>
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</table>

<table>
<thead>
<tr>
<th>Civil</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td>Chief Engineer</td>
<td>$213</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$178</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$164</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$127</td>
</tr>
<tr>
<td>Senior Design Engineer</td>
<td>$110</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$97</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction</th>
<th>Billing Rate</th>
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</thead>
<tbody>
<tr>
<td>Project Executive</td>
<td>$221</td>
</tr>
<tr>
<td>Senior Field Manager</td>
<td>$204</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$197</td>
</tr>
<tr>
<td>Field Manager</td>
<td>$180</td>
</tr>
<tr>
<td>Preconstruction Manager</td>
<td>$168</td>
</tr>
<tr>
<td>Assistant Field Manager</td>
<td>$165</td>
</tr>
<tr>
<td>Safety Manager</td>
<td>$134</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$131</td>
</tr>
<tr>
<td>Construction Specialist</td>
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</tr>
<tr>
<td>Project Engineer</td>
<td>$95</td>
</tr>
<tr>
<td>Assistant Project Engineer</td>
<td>$85</td>
</tr>
<tr>
<td>Field Administrative Assistant</td>
<td>$54</td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name: Kevin Christensen
Title: Vice President and Director of MEP Engineering
Date: May 1, 2018

Packet Pg. 732
PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

These calculations are projections based on the County’s internal employment and payroll records. The Illinois Municipal Retirement Fund (IMRF) will calculate the final payouts of the employee’s pension and resulting cost to the County after the employee’s actual separation from County employment.

As used in this report:

“Retention Benefit” means a payment required by the County’s Employee Retention Program. The County Board adopted the Employee Retention Program as an employee benefit in January of 1999 and discontinued it in December of 2002. Only employees hired prior to December 1, 2002 were eligible for this benefit, those hired after were not.

“Pre-FY12 Sick Time” means a payment for unused sick time that an employee accumulated prior to FY12. In 2011 the County Board amended its personnel policy so that sick time accumulated afterwards did not carry value that an employee could use to increase IMRF benefits.

EMPLOYEE OF THE RECORDER OF DEEDS

Mary Hogan, Division Assistant II
Reason for Payout: Retirement Date 12/07/2018
Length of IMRF service at retirement: 26 years 2 months
Retention Benefit: 900.00 hours $22,101.39
Pre-FY12 Sick Time: 280.14 hours $6,877.72
Increase in monthly pension amount: $285.80
Increase in employer’s pension cost: $43,976.57