1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday September 18th, 2018

5. ACTION ITEMS

   Authorization to Travel
   A. Authorization to Travel -- Principal Civil Engineer to travel to Champaign, Illinois from October 17, 2018 through October 18, 2018 to attend the Illinois Traffic Engineering and Safety Conference. Expenses to include registration, transportation, lodging and meals for an estimated County cost of $520.00.

   Contracts/Purchase Orders
   B. 2018-229 Recommendation for the approval of a contract purchase order to HazChem Environmental Corp., for Hazardous Waste Testing, Disposal and Emergency Services, as needed for the Division of Transportation, for the period January 1, 2019 through December 31, 2019, for a contract total not to exceed $8,899.00; Per renewal under quote award 17-229-BF, first of three options to renew

   C. 2018-230 Recommendation for the approval of a contract purchase order to Tri-Angle Fabrication & Body Co., Inc., to furnish and deliver Roadwatch Air and Pavement Measuring Devices, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $10,000.00; Per renewal option under quote award 17-224-BF, first of three options to renew
D. DT-P-0246-18 Recommendation for the approval of a contract purchase order to DVL Enterprises, Inc., d/b/a MPGTandem, to furnish and deliver Employee Uniforms, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $27,500.00; Per Renewal Option under Bid Award 16-210-BF, second of three options to renew.

E. DT-P-0247-18 Recommendation for the approval of a contract purchase order to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020, for a contract total not to exceed $56,000.00; Contract pursuant to the Intergovernmental Cooperation Act (State of Illinois).

F. DT-P-0248-18 Recommendation for the approval of a contract purchase order to Cotter Consulting, Inc., to provide Professional Construction Engineering Services for improvements along CH 29/Greenbrook Boulevard, from County Farm Road to Lake Street, Section 18-00285-02-RS, for a contract total not to exceed $139,460.39; 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.

Intergovernmental Agreements

G. DT-R-0892-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation for Central Signal System Expansion 1 and 2 at various locations, Section 17-DCCSS-01-TL, for an estimated County cost of $1,375,139.00 with $183,500.00 to be reimbursed by the City of Naperville.

6. INFORMATIONAL ONLY

A. Grant Proposal Notifications -- Grant Proposal Notification 048-18: FY2024 Illinois Special Bridge Program (ISBP) $5,108,978.40

7. REPORT FROM STATE’S ATTORNEY’S OFFICE

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
1. CALL TO ORDER

10:00 AM meeting was called to order by Vice Chair James Healy at 10:04 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Sep 4, 2018 10:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan
ABSENT: Puchalski, Zay

5. CONSENT ITEMS

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

A. Consent Item -- Vulcan Construction Materials – 2452 SERV – Decrease/Close

6. ACTION ITEMS
Budget Adjustments

A. Budget Transfers -- $20,000.00 from 1500-3520-53380 (REPAIR & MTCE AUTO EQUIPMENT) to 1500-3500-53060 (COLLECTIVE BARGAINING SERVICES); Rock Fusco & Connelly, LLC – Labor Negotiation Services

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

Contracts/Purchase Orders

B. 2018-215 Recommendation for the approval of a contract purchase order to Snap-on Incorporated, a division of IDSC Holdings, LLC, to furnish and deliver Snap-on Professional Grade Tools and Diagnostic Equipment, as needed for the Division of Transportation, for the period October 1, 2018 through June 30, 2020, for a contract total not to exceed $20,000.00; Contract pursuant to the Intergovernmental Cooperation Act (WSCA/NASPO)

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

C. 2018-216 Recommendation for the approval of a contract purchase order to Tri-Angle Fabrication & Body Co., Inc., to furnish and deliver Flink Snow Plow repair and replacement parts, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $9,000.00; Per low quote 18-191-GV

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

D. Action Item -- DT-R-0286A-17 – Amendment to Resolution DT-R-0286-17, issued to Path Construction Company for Various Bridge Joint Repair Program, Section 17-JTREP-00-BR, to decrease the funding in the amount of $91,635.02, resulting in a final County cost of $327,764.98, a decrease of 21.85%  

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

Agreements

E. DT-R-0877-18 RESOLUTION -- Agreement between the County of DuPage and Illinois Prairie Path Corporation to construct signage improvements along CH 47/Illinois Prairie Path (No County cost)  

RESULT: APPROVED [UNANIMOUS]  
MOVER: Brian J Krajewski, District 3  
SECONDER: Sean T Noonan, District 2  
AYES: Elliott, Healy, Krajewski, Noonan  
ABSENT: Puchalski, Zay  

7. REPORT FROM STATE'S ATTORNEY'S OFFICE
8. OLD BUSINESS
9. NEW BUSINESS
10. EXECUTIVE SESSION

Motion to enter into Executive Session  

RESULT: APPROVED [UNANIMOUS]  
MOVER: Tim Elliott, District 4  
SECONDER: Sean T Noonan, District 2  
AYES: Elliott, Healy, Krajewski, Noonan  
ABSENT: Puchalski, Zay
A. Pursuant to the Open Meetings Act 5 ILCS 120 (2) (c) (21); Semi-annual review of executive session minutes

B. Pursuant to the Open Meetings Act 5 ILCS 120/2(c)(6), the setting of a price for sale of property

11. ACTION ON EXECUTIVE SESSION MINUTES

Motion to approve and release Executive Session Minutes of 05/02/17, 06/06/17, 09/19/17, 11/07/17 and 11/21/17

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

12. ADJOURNMENT
Principal Civil Engineer to travel to Champaign, Illinois from October 17, 2018 through October 18, 2018 to attend the Illinois Traffic Engineering and Safety Conference. Expenses to include registration, transportation, lodging and meals for an estimated County cost of $520.00.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title: Principal Civil Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Transportation Committee</td>
</tr>
<tr>
<td>Request Date:</td>
<td>09/21/18</td>
</tr>
<tr>
<td>Account Code:</td>
<td></td>
</tr>
<tr>
<td>Purpose of Trip: (explain fully the necessity of making the trip)</td>
<td>To attend the Illinois Traffic Engineering and Safety Conference in Champaign, IL.</td>
</tr>
<tr>
<td>Destination:</td>
<td>Champaign, IL</td>
</tr>
<tr>
<td>Date of Departure:</td>
<td>10/17/18</td>
</tr>
<tr>
<td>Date of Return Arrival:</td>
<td>10/18/18</td>
</tr>
<tr>
<td>(Please include a detailed explanation if different from official business dates)</td>
<td></td>
</tr>
</tbody>
</table>

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>160.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>125.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>175.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>60.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$ 520.00</td>
</tr>
</tbody>
</table>

Reviewed by and Date Approved

<table>
<thead>
<tr>
<th>Reviewer</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>09/24/2018 7:42 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>09/24/2018 8:08 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>10/02/2018 10:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/09/2018 10:00 AM</td>
</tr>
</tbody>
</table>
OVERNIGHT TRAVEL REQUEST
Valid for ALL overnight travel
Revised 3-14-2017

REQUEST DATE: 9/21/2017

NAME: Dan Nowak  TITLE: Principal Civil Engineer

DEPARTMENT: Division of Transportation  ACCOUNT CODE:

PURPOSE OF TRIP: (explain fully the necessity of making the trip)
To attend Illinois Traffic Engineering and Safety Conference in Champaign, IL.

DESTINATION: Champaign, IL

DATE OF DEPARTURE: 10/17/2018  DATE OF RETURN ARRIVAL: 10/18/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTRATION</td>
<td>$160.00</td>
</tr>
<tr>
<td>TRANSPORTATION</td>
<td>$0.00</td>
</tr>
<tr>
<td>LODGING</td>
<td>$175.00</td>
</tr>
<tr>
<td>MISCELLANEOUS EXPENSES (parking, mileage, etc.)</td>
<td>$125.00</td>
</tr>
<tr>
<td>RENTAL CAR: (explain fully the necessity)</td>
<td>$0.00</td>
</tr>
<tr>
<td>REFERENCE MATERIALS:</td>
<td>$0.00</td>
</tr>
<tr>
<td>MEALS: (Per Diems)</td>
<td>$60.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$520.00</td>
</tr>
</tbody>
</table>

REVIEWED BY AND DATE APPROVED:
Signature on File  Date: 9/21/18

Committee Name:  Date: __________

County Board:  Date: __________

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.
Requisition under 25k dollars

2018-229
Requisition under 25k dollars

2018-229

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 18, 2018</td>
<td>$8,899.00</td>
<td>01/01/19 - 12/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>No Decision Memo Required Per Cooperative Agreement</td>
</tr>
</tbody>
</table>

Eva Hitchcock                     Completed 09/18/2018 2:03 PM
Christopher Snyder               Completed 09/18/2018 2:45 PM
Kathy Ostrowski                   Completed 09/20/2018 4:35 PM
James McGuire                     Completed 09/21/2018 4:59 PM
Paul Rafac                        Completed 09/26/2018 12:11 PM
Kathy Ostrowski                   Completed 09/27/2018 10:42 AM
Transportation Committee          Pending 10/02/2018 10:00 AM
### Purchase Requisition
**Procurement Services Division**

#### Send Purchase Order To:
- **Vendor:** HazChem Environmental Corporation  
  Vendor #: 28186
- **Attn:** Scott Schwefel  
  Email: sschwefel@hazchem.com
- **Address:** 1115 West National Ave.  
  City: Addison  
  State: IL  
  Zip: 60101  
  Phone: 630-501-8735

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

#### Send Payments To:
- **Vendor:** HazChem Environmental Corporation  
  Vendor #: 28186
- **Attn:**  
  Email:  
  Address: 1115 West National Ave.  
  City: Addison  
  State: IL  
  Zip: 60101  
  Phone: 630-501-8735

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

#### Special Instructions/Comments to Buyer or Approver:
- Please email completed approved PO to Scott Schwefel

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
- This contract purchase order is for the provision of hazardous material testing, disposal and emergency services for the period January 1, 2019 through December 31, 2019 per low quote 17-229-BF Option to Renew
- This is the first of three optional renewals

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Hazardous Waste Testing, Disposal and Emergency Services</td>
<td>1500</td>
<td>3510</td>
<td>53810</td>
<td></td>
<td></td>
<td></td>
<td>8,899.00</td>
<td>8,899.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $8,899.00

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
- FY2019 1500 3510 53810 $8,000.00
- FY2020 1500 3510 53810 $899.00

Transportation - 10/02/18

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 11

Rev 1.5
07/13/17
**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>HazChem Environmental Corporation</td>
<td>28186</td>
<td>1/1/2019 - 12/31/2019</td>
<td>$8,899.00</td>
</tr>
</tbody>
</table>

<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 provision of Hazardous Waste Testing, Disposal and Emergency Services, for a contract total not to exceed $8,899.00.

**Reason for Procurement**

To meet all USEPA and IEPA requirements for testing, disposal and emergency services.

**FUNDING SOURCE**

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

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Sep 13, 2018</td>
<td>9/18/18</td>
<td>9/18/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/21/18</td>
<td>9-21-18</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>9-26-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Hazchem Environmental Corp., located at 1115 West National Ave, Addison, IL 60101, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-229-BF which became effective January 1, 2018 and which expires December 31, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective January 1, 2019 and expires December 31, 2019, contingent upon Parent Committee approval.

HAZCHEM ENVIRONMENTAL CORP.
Signature on File

[Signature]

Scott Schwefel
PRINTED NAME

Program Manager
PRINTED TITLE

9/10/2018
DATE

COUNTY OF DU PAGE, ILLINOIS
Signature on File

Joan McAvoy
DuPage County Buyer

9/10/18
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.

☑ 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.

☑ 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

Printed Name: Scott Schwefel
Title: Program Manager
Date: (9/10/2018)

Signature on File

Packet Pg. 14
Requisition under 25k dollars

2018-230
Requisition under 25k dollars
2018-230

**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>September 18, 2018</td>
<td>$10,000.00</td>
<td>12/01/18 - 11/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>09/18/2018 2:09 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>09/18/2018 2:43 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/20/2018 4:44 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/21/2018 5:02 PM</td>
</tr>
<tr>
<td>Paul Rafa</td>
<td>Completed</td>
<td>09/26/2018 12:00 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/27/2018 10:39 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>10/02/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Tri-Angle Fabrication & Body Co., Inc.
  - **Vendor #:** 25554
- **Attn:** Brett Wise
  - **Email:** brettwise@tri-angelfab.com
- **Address:** 1344 W. 43rd St.
  - **City:** Chicago
    - **State:** IL
    - **Zip:** 60609
- **Phone:** 773-523-0421
  - **Fax:** 773-523-8802

**Send Payments To:**
- **Vendor:** Tri-Angle Fabrication & Body Co., Inc.
  - **Vendor #:** 25554
- **Attn:**
- **Address:** 1344 W. 43rd St.
  - **City:** Chicago
    - **State:** IL
    - **Zip:** 60609
- **Phone:** 773-523-0421
  - **Fax:** 773-523-8802

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

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

**PO 20 Delivery Date:**
- **Requisitioner:** Darcie Garza, CPPB
- **Contract Administrator:**
- **Contract Start Date:** Dec 1, 2018
- **Contract End Date:** Nov 30, 2019

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Acctg Unit</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>Roadwatch Air and Pavement Measuring Device Product Line</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $10,000.00

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

This contract purchase order is to Furnish and Deliver the Roadwatch Air and Pavement Measuring Device product line, for the period December 1, 2018 through November 30, 2019 per low quote 17-224-BF Option to Renew

This is the first of three optional renewals

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

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

Send completed PO to Brett Wise

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

FY2019 1500 3520 52250 $10,000

Transportation - 10/02/18

---

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Tri-Angle Fabrication &amp; Body Co., Inc.</th>
<th>Vendor #: 25554</th>
<th>Contract Term: 12/1/2018 - 11/30/2019</th>
<th>Contract Total: $10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transporation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver Roadwatch air and pavement measuring devices, for a contract total, not to exceed $10,000.00.

**Reason for Procurement**

The Roadwatch system reads ambient air and road temperatures and alerts of any potential hazardous and icy road conditions.

## FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3520 52250
- [ ] Budget Transfer (Date) : 
- [ ] Add'l Information

## DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 17-224-BF
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Sep 7, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By:</td>
<td>Date:</td>
</tr>
<tr>
<td>Recommended for Approval:</td>
<td>Date:</td>
</tr>
<tr>
<td>IT Approval, if required:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

## REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Date: 9/21/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer:</td>
<td>Date: 9-26-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement Officer:</th>
<th>Date: Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: 9-21-18</td>
<td>Date: (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and Tri-Angle Fabrication & Body Co., Inc., 1344 W. 43rd Street, Chicago, IL 60609, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-224-BF which became effective December 1, 2017 and which expires November 30, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective December 1, 2018 and expires November 30, 2019, contingent upon Parent Committee approval.

TRI-ANGLE FABRICATION & BODY CO.

SIGNATURE

Brett D. Wise

PRINTED NAME

Brett D. Wise

PRINTED TITLE

9/8/18

DATE

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Joan McAvoy
DuPage County Buyer

DATE 9/8/18

Signature on File
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: 9/2/18

<table>
<thead>
<tr>
<th>Company Name: Tri-Angle Fabrication &amp; Body</th>
<th>Company Contact: 17-224-850</th>
<th>Brett Wise</th>
<th><a href="mailto:Briawise@tri-anglefab.com">Briawise@tri-anglefab.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>Contact Email:</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.

\[\checkmark \text{NONE (check here) - If no contributions have been made}\]

<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.

\[\checkmark \text{NONE (check here) - If no contacts have been made}\]

<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

Printed Name: Brett D. Wise

Title: General Sales Manager

Date: 9/7/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of (total number of pages)
AWARDING RESOLUTION
ISSUED DVL ENTERPRISES, INC. 
D/B/A MPGTA NDEM
TO FURNISH AND DELIVER
EMPLOYEE UNIFORMS AND CLOTHING
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $27,500.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to DVL Enterprises, Inc., d/b/a MPGTA NDEM, to furnish and deliver employee uniforms and clothing, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver employee uniforms and clothing, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to DVL Enterprises, Inc., d/b/a MPGTA NDEM, 1536 Ogden Avenue, Downers Grove, Illinois 60515, for a contract total not to exceed $27,500.00, per renewal option under bid award 16-210-BF, second of three options to renew.

Enacted and approved this 9th day of October, 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>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$27,500.00</td>
<td>12/01/18 - 11/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>Lowest Responsible Bidder - See attached tabulation</td>
</tr>
</tbody>
</table>

**No Decision Memo Required**

<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>09/19/2018 8:12 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>09/19/2018 8:24 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/21/2018 7:51 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/21/2018 5:05 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>09/26/2018 11:59 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/27/2018 10:32 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>10/02/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/09/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/09/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** DVL Enterprises Inc. d/b/a MPGTandem
- **Vendor #:** 13542
- **Attn:** Gerry Lane  
  **Email:** glane@mpgtandem.com
- **Address:** 1536 Ogden Ave.
- **City:** Downers Grove  
  **State:** IL  
  **Zip:** 60515
- **Phone:** 630-969-9241  
  **Fax:** 630-969-9275

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

### Send Payments To:
- **Vendor:** DVL Enterprises Inc. d/b/a Tandem Promotions
- **Vendor #:** 13542
- **Attn:**  
- **Email:**
- **Address:** 1536 Ogden Ave.
- **City:** Downers Grove  
  **State:** IL  
  **Zip:** 60515
- **Phone:** 630-969-9241  
  **Fax:** 630-969-9275

### Ship To:
- **Dept:** Division of Transportation  
  **Division:** Various
- **Attn:** Darcie Garza, CPPB  
  **Email:**
- **Address:** 140 N. County Farm Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6906  
  **Fax:**

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

### Use for PO25 only
- **Contract Administrator**
- **Contract Start Date:** Dec 1, 2018  
  **Contract End Date:** Nov 30, 2019

### 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Admin Uniforms/Clothing</td>
<td>1500</td>
<td>3500</td>
<td>52220</td>
<td></td>
<td></td>
<td></td>
<td>3,000.00</td>
<td>3,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Highway Uniforms/Clothing</td>
<td>1500</td>
<td>3510</td>
<td>52220</td>
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<td></td>
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<td>21,500.00</td>
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<td>3</td>
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<td>1,500.00</td>
<td>1,500</td>
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<tr>
<td>4</td>
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<td>EA</td>
<td>Grounds Uniforms/Clothing</td>
<td>1500</td>
<td>1101</td>
<td>52220</td>
<td></td>
<td></td>
<td></td>
<td>1,500.00</td>
<td>1,500</td>
</tr>
</tbody>
</table>

**Requisition Total:** $27,500

---

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

This contract purchase order is to furnish and deliver Employee uniforms and clothing for the period December 1, 2018 through November 30, 2019 per low bid 16-210-BF Option to Renew

This is the second of three optional renewals

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

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

Email completed approved PO to Gerry Lane

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

FY2019 1500 3500 52220 $3,000.00
FY2019 1500 3510 52220 $21,500.00
FY2019 1500 3520 52220 $1,500.00
FY2019 1500 1101 52220 $1,500.00

DT-P-0246-18  
Transportation - 10/02/18  
County Board - 10/09/18
### Procurement Review Checklist

**Procurement Services Division**

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

| Vendor: | DVL Enterprises Inc. d/b/a MPGTandem |
| Vendor #: | 13542 |
| Dept: | Division of Transportation |
| Contact: | Darcie Garza, CPPB |
| Phone: | 630-407-6906 |
| Contract Term: | 12/1/2018 - 11/30/2019 |
| Contract Total: | $27,500.00 |
| Assigned Committee: | Transportation |

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

To furnish and deliver employee uniforms and clothing, for the Division of Transportation, for a contract total not to exceed $27,500.00.

### Reason for Procurement

Employee uniforms and clothing are necessary to identify County Employees and to supply employees with safety clothing and apparel while performing the day to day operations of the Division of Transportation.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500 - 3500, 3510, 3520, 1101 - 52220
- [ ] Budget Transfer (Date) ________________  Add'l Information ________________

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ________________  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 16-210-BF
- [ ] 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)

| Prepared By: | DG, CPPB |
| Date: | Sep 10, 2018 |
| Recommended for Approval: |  |
| Date: |  |
| IT Approval, if required: |  |
| Date: |  |

**REVIEWED BY (Initials Only)**

- [ ] Buyer: ________________  Date: 9/18/18  Procurement Officer: ________________  Date: 9-21-18
- [ ] Chief Financial Officer (Decision Memos Over $25,000): ________________  Date: 9-26-18  Chairman’s Office (Decision Memos Over $25,000): ________________  Date:  
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 DVL Enterprises, Inc. dba Tandum Promotions and/or MPG Tandum located at 1536 Ogden Ave, Downers Grove, IL 60515 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into three PO Contracts, pursuant to low bid #16-210-BF which became effective on the following dates:

<table>
<thead>
<tr>
<th>Division of Transportation:</th>
<th>PO# 2882-0001 SERV</th>
<th>December 01, 2017 expiring on November 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management:</td>
<td>PO# 2884-0001 SERV</td>
<td>December 07, 2017 expiring on December 06, 2018</td>
</tr>
<tr>
<td>Public Works:</td>
<td>PO# 2885-0001 SERV</td>
<td>December 07, 2017 expiring on December 06, 2018</td>
</tr>
</tbody>
</table>

The contract is subject to a SECOND option to renew for a twelve (12) month period. The parties now agree to renew said agreements, upon the same terms as previously agreed to, as specified in the original contract #16-210-BF.

The contract renewals will become effective:

<table>
<thead>
<tr>
<th>Division of Transportation:</th>
<th>December 01, 2018 to expire November 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management:</td>
<td>December 07, 2018 to expire December 06, 2019</td>
</tr>
<tr>
<td>Public Works:</td>
<td>December 07, 2018 to expire December 06, 2019</td>
</tr>
</tbody>
</table>

These renewals are contingent upon DuPage County Parent Committee and Board approval.

Signature on File

Joan McAvoy
Buyer II

DATE

Packet Pg. 25
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: 9/6/18

Bid/Contract/PO #: 

Company Name: DVL Enterprises, Inc. Contact Phone: 630-969-2241

Company Contact: Cory Lane Contact Email: cory@MPGTandem.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>
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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 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>
<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:

Authorized Signature

Printed Name: ___________________________ Title: ___________________________

Date: 9/6/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO MONROE TRUCK EQUIPMENT, INC.
TO FURNISH AND DELIVER
MONROE SPREADER AND PLOW REPAIR AND REPLACEMENT PARTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $56,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services pursuant to the lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020, is hereby approved for issuance to Monroe Truck Equipment, Inc., for a contract total not to exceed $56,000.00.

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

__________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/02/18 - 08/31/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$56,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**

Per Cooperative Agreement

- **Eva Hitchcock**
  - Completed
  - 09/18/2018 2:00 PM

- **Christopher Snyder**
  - Completed
  - 09/18/2018 2:44 PM

- **Kathy Ostrowski**
  - Completed
  - 09/20/2018 4:47 PM

- **James McGuire**
  - Completed
  - 09/21/2018 5:06 PM

- **Paul Rafac**
  - Completed
  - 09/26/2018 12:23 PM

- **Tom Cuculich**
  - Completed
  - 09/26/2018 1:24 PM

- **Kathy Ostrowski**
  - Completed
  - 09/26/2018 4:04 PM

- **Transportation Committee**
  - Pending
  - 10/02/2018 10:00 AM

- **Finance Committee**
  - Pending
  - 10/09/2018 8:00 AM

- **County Board**
  - Pending
  - 10/09/2018 10:00 AM
## Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Monroe Truck Equipment</td>
<td><strong>Vendor:</strong> Monroe Truck Equipment</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10352</td>
<td><strong>Vendor #:</strong> 10352</td>
</tr>
<tr>
<td><strong>Attn:</strong> Tom Markel</td>
<td><strong>Attn:</strong> Tom Markel</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:tmkarkel@monroetruck.com">tmkarkel@monroetruck.com</a></td>
<td><strong>Email:</strong> <a href="mailto:tmkarkel@monroetruck.com">tmkarkel@monroetruck.com</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 1051 W. 7th St.</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Monroe</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> WI</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 53566</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 815-727-3134</td>
<td><strong>Phone:</strong> 630-407-6892</td>
</tr>
<tr>
<td><strong>Fax:</strong> 815-727-5429</td>
<td><strong>Fax:</strong> 630-407-6892</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Monroe Truck Equipment</td>
<td><strong>Vendor:</strong> Monroe Truck Equipment</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10352</td>
<td><strong>Vendor #:</strong> 10352</td>
</tr>
<tr>
<td><strong>Attn:</strong> Email:</td>
<td><strong>Attn:</strong> Email:</td>
</tr>
<tr>
<td><strong>Address:</strong> 4328 Paysphere Circle</td>
<td><strong>Address:</strong> 180 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Chicago</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60674</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Payment Terms</strong></th>
<th><strong>F.O.B.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Use for</strong></th>
<th><strong>Contract Administrator</strong></th>
<th><strong>PO 20 Delivery Date</strong></th>
<th><strong>Contract Start Date</strong></th>
<th><strong>Contract End Date</strong></th>
<th><strong>Requisitioner</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Darcie Garza, CPPB</td>
<td>Oct 2, 2018</td>
<td>Aug 31, 2020</td>
<td></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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>MONROE SPREADER AND PLOW</td>
<td>REPAIR AND REPLACEMENT PARTS</td>
<td>FY2018</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td>56,000.00</td>
<td>56,000.00</td>
</tr>
</tbody>
</table>

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

This contract purchase order is to furnish and deliver Monroe Spreader and Plow repair and replacement parts, for the period October 2, 2018 through August 31, 2020 per State of Illinois Contract Pricing PSD #4018449.

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

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

Please email approved completed PO to Tom Markel

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

- FY2018 1500 3520 52250 $6,000
- FY2019 1500 3520 52250 $28,000
- FY2020 1500 3520 52250 $22,000

**DT-P-0247-18**
- Transportation - 10/02/18
- County Board - 10/09/18
Procurement Review Checklist
Procurement Services Division

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

Vendor: Monroe Truck Equipment  Vendor #: 10352

Dept: Division of Transportation  Contact: Joe Bechtold  Phone: 630-407-6930

Contract Term: 10/2/18 - 8/31/2020  Contract Total: $56,000.00

Description of Procurement/Scope of Work/Background
To furnish and deliver Monroe Spreader and Plow Repair and Replacement Parts for a contract total, not to exceed $56,000.00.

Reason for Procurement
To provide repair and replacement parts for the County owned and maintained Monroe Spreaders and Plows.

FUNDING SOURCE

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 (30ILCSS25)
Under Government Joint Purchasing Act (30ILCSS25) select one below
State of Illinois - Master Contracts #  PSD #4018449

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  Sep 11, 2018  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  9/21/18  Procurement Officer  9-21-18

Chief Financial Officer  9-26-18  Chairman's Office  (Decision Memos Over $25,000)  Date
Decision Memo
Procurement Services Division

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Darcie Garza, CPPB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td>Contact Phone: 630-407-6906</td>
</tr>
<tr>
<td>Vendor Name: Monroe Truck Equipment Inc.</td>
<td>Vendor #: 10352</td>
</tr>
</tbody>
</table>

Date: Sep 11, 2018

MinuteTraq (IQM2) ID #: 
Department Requisition #: 18-1500-103

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

Requesting approval of a new contract for Monroe Spreader and Plow Repair and Replacement Parts, for a contract total, not to exceed $56,000.00.

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

Monroe Spreader and Plow repair and replacement parts are required to maintain and repair the County owned and maintained fleet of Monroe Spreaders and Plows.

Strategic Impact

Customer Service

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 provide the fleet maintenance division with the proper repair parts to keep the fleet of Monroe Spreaders and Plows operational.

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

State of Illinois contract #PSD4018449

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

1. Approve contract for Monroe Spreader and Plow repair and replacement parts utilizing the State of Illinois contract pricing. (Recommended)
2. Go out for competitive bid via Procurement Services Division

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>CIP #</th>
<th>Account #</th>
<th>Budget Amount</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2018</td>
<td>1500</td>
<td>3520</td>
<td>5250</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>FY2019</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>FY2020</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td>$22,000.00</td>
</tr>
</tbody>
</table>
Master Blanket Purchase Order 18-416CMS-BOSS4-P-362

Master Blanket/Contract Begin Date:     09/01/2017
Master Blanket/Contract End Date:       08/31/2020

Short Description: MC SPREADER REPAIR PARTS - IDOT

Organization:  CMS - Central Management Services

Original/ Old Contract/PO Number:       PSD4018449

Vendor: V00002525 - Monroe Truck Equipment, Inc.
1051 W. 7th Street
Monroe, WI 53566

Email: gkrahnbehl@monroetruick.com
FAX: (608)328-4278
STATE OF ILLINOIS
CONTRACT RENEWAL

Illinois Department of Central Management Services
Spreader Repair Parts
PSD4018450 (P-362)

The undersigned Agency and Vendor, Monroe Truck Equipment, Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

<table>
<thead>
<tr>
<th>Vendor Name: Monroe Truck Equipment, Inc.</th>
<th>Address: 1051 W. 7th St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>Phone: 800-356-8134</td>
</tr>
<tr>
<td>Printed Name: Greg Krahnenbuhl</td>
<td>Fax: 608-328-4278</td>
</tr>
<tr>
<td>Title: Vice President</td>
<td>Email: <a href="mailto:gkrahnenbuhl@monroetruck.com">gkrahnenbuhl@monroetruck.com</a></td>
</tr>
<tr>
<td>Date: August 10, 2018</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS

<table>
<thead>
<tr>
<th>Procuring Agency: CMS</th>
<th>Phone: 217-782-4561</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: 801 Stratton Office Bldg.</td>
<td>Fax: 217-782-5187</td>
</tr>
<tr>
<td>City, State ZIP: Springfield, IL 62706</td>
<td></td>
</tr>
<tr>
<td>Official Signature: Signature on File</td>
<td>Date: 8/31/18</td>
</tr>
<tr>
<td>Printed Name: Tim McDevitt</td>
<td>by KRISTI RINALDI</td>
</tr>
<tr>
<td>Official's Title: Acting Director, CMS</td>
<td>by AGENCY PURCHASING OFFICER</td>
</tr>
<tr>
<td>Legal Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Legal Printed Name:</td>
<td></td>
</tr>
<tr>
<td>Legal's Title: Chief Legal Counsel</td>
<td></td>
</tr>
<tr>
<td>Fiscal Signature:</td>
<td>Date:</td>
</tr>
<tr>
<td>Fiscal's Printed Name:</td>
<td></td>
</tr>
<tr>
<td>Fiscal's Title: Agency Chief Fiscal Officer</td>
<td></td>
</tr>
</tbody>
</table>

State of Illinois Chief Procurement Office
Contract Renewal
V.15.2
1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): Contract #4018449 (P-362) for Spreader Repair Parts.

2. **TERMS AND CONDITIONS:** Per (J47209 #): Scope: Upon mutual agreement, the parties may renew the resulting contract(s) for a total of two (2) year in one of the following manners: A) One renewal for the entire renewal allowance, B) Individual one-year renewals, C) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

3. **RENEWAL TERM:** This RENEWAL shall begin September 1, 2018 and shall run through August 31, 2020.

4. **COSTS** (describe calculation and/or cost basis, if applicable): Initial Term: $875,040; this is the 1st and final renewal. This renewal term will be for 24 months for a total of $875,040.

5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed N/A (indefinite quantity contract) without a formal amendment.

6. **SUBCONTRACTORS:** Will subcontractors be utilized? ☐ Yes ☒ No

   - **Subcontractor Name:** Click here to enter text.
     
     **Amount to be paid:** Click here to enter text.
     
     **Address:** Click here to enter text.
     
     **Description of work:** Click here to enter text.

   - **Subcontractor Name:** Click here to enter text.
     
     **Amount to be paid:** Click here to enter text.
     
     **Address:** Click here to enter text.
     
     **Description of work:** Click here to enter text.

6.1. All contracts with the subcontractors identified above must include the Standard Certification completed and signed by the subcontractor.

6.2. If the annual value of any the subcontract is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

6.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor’s Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontractors entered into prior to award of the Contract are done at the Vendor’s and subcontractor’s risk.
VENDOR NAME AND ADDRESS

MIDWEST SYSTEMS TRUCK
600 HARRIS
ST LOUIS, MO 63147-3056

PRIME VENDOR: N
CONTACT BEGIN DATE: 09/01/17

CONTACT NAME: CHARLES IKEMEIER
CONTACT PHONE: (314) 389-7705
CONTACT E-MAIL: CIKEMEIER@MSTESTL.COM

MONROE TRUCK EQUIPMENT INC
1051 W 7TH ST
MONROE, WI 53566-9100

PRIME VENDOR: N
CONTACT BEGIN DATE: 09/01/17

CONTACT NAME: GREG KRAHENBUHL
CONTACT PHONE: (800) 356-8134
CONTACT E-MAIL: GKRAHENBUHL@MONROE TRUCK.COM

CONTRACT VENDORS

CONTRACT NO: 4018450
PYMT TERMS: NONE
DELIVERY: 7 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE: NNLEN
LEGAL STATUS: CORPORATION
CONTACT END DATE: 08/31/18

CONTRACT NO: 4018449
PYMT TERMS: NONE
DELIVERY: 21 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE: NNLEN
LEGAL STATUS: CORPORATION
CONTACT END DATE: 08/31/18
<table>
<thead>
<tr>
<th>Line#</th>
<th>Description/Model/Brand</th>
<th>Quantity</th>
<th>Unit</th>
<th>Discount</th>
<th>Unit Price</th>
</tr>
</thead>
</table>
| 00001 | COMMODITY CODE: 3531-742-1084  
SPREADER REPAIR PARTS AND ACCESSORIES  
FOR MONROE SPREADERS  

BID SHALL BE A SINGLE DISCOUNT FROM THE  
LIST PRICE COLUMN OF THE MOST CURRENT  
MANUFACTURER'S PRICE LIST FOR THE COMPLETE LINE UNLESS INDICATED OTHERWISE  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 1.000 | LOT   | 10.00%  | N/A        |
| 00002 | COMMODITY CODE: 3531-742-1005  
DISC, SPINNER, 18" CCW, POLY  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 50.000 | EACH  | 15.00%  | N/A        |
| 00003 | COMMODITY CODE: 3531-742-1006  
MOTOR, SPINNER, HYD, 3.2 CI, 1" SHAFT  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 100.000 | EACH  | 15.00%  | N/A        |
| 00004 | COMMODITY CODE: 3531-742-1007  
BEARING, 1.5", 4 BOLT FLANGE  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 150.000 | EACH  | 15.00%  | N/A        |
| 00005 | COMMODITY CODE: 3531-742-1008  
STRAP, D-RING, POLY, 3 X 7'  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 65.000 | EACH  | 15.00%  | N/A        |
| 00006 | COMMODITY CODE: 3531-742-1009  
PUMP, BRASS, DIRECT COUPLE, 4 GPM  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 50.000 | EACH  | 15.00%  | N/A        |
| 00007 | COMMODITY CODE: 3531-742-1010  
BEARING, 1.25", 3 BOLT FLANGE  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 65.000 | EACH  | 15.00%  | N/A        |
| 00008 | COMMODITY CODE: 3531-742-1011  
PUMP, SHUR FLO, 12VDC, 3 GPM  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 90.000 | EACH  | 15.00%  | N/A        |
| 00009 | COMMODITY CODE: 3531-742-1012  
VALVE, CHECK, 1.5", IN-LINE, 5" NPT  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 60.000 | EACH  | 15.00%  | N/A        |
| 00011 | COMMODITY CODE: 3531-742-1085  
VENDOR: MONROE TRUCK EQUIPMENT INC  
CONTRACT NO: 4018449 | 1.000 | LOT   | 11.00%  | N/A        |
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: MONROE TRUCK EQUIPMENT
Contact Phone: 608-329-8477

Company Contact: TODD CHIAVEROTTI
Contact Email: tchiaverotti@monroetruck.com

Bid/Contract/PO #: PSD4018449

Date: Sep 6, 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

Printed Name: Todd Chiaverotti
Title: TE/S&I Parts Dept. Manager
Date: Sep 6, 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 COTTER CONSULTING, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH 29/GREENBROOK BOULEVARD
COUNTY FARM ROAD TO LAKE STREET
SECTION 18-00285-02-RS
(CONTRACT TOTAL NOT TO EXCEED $139,460.39)

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 improvements along CH 29/Greenbrook Boulevard, from County Farm Road to Lake Street, Section 18-00285-02-RS; and

WHEREAS, Cotter Consulting, Inc. (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 $139,460.39; 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 Cotter Consulting, Inc. be hereby accepted and approved for a contract total not to exceed $139,460.39 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 Cotter Consulting, Inc., 745 McClintock Drive, Suite 130, Burr Ridge, Illinois 60527, by and through the Division of Transportation.

Enacted and approved this 9th day of October, 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 Through</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
<th>Solicitation Method for Source Selection</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$139,460.39</td>
<td></td>
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</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

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

- Eva Hitchcock  
  Completed 09/21/2018 12:26 PM
- Christopher Snyder  
  Completed 09/21/2018 3:30 PM
- Kathy Ostrowski  
  Completed 09/21/2018 3:52 PM
- James McGuire  
  Completed 09/25/2018 11:59 AM
- Paul Rafac  
  Completed 09/26/2018 12:12 PM
- Tom Cuculich  
  Completed 09/26/2018 12:22 PM
- Kathy Ostrowski  
  Completed 09/26/2018 3:57 PM
- Transportation Committee  
  Pending 10/02/2018 10:00 AM
- Finance Committee  
  Pending 10/09/2018 8:00 AM
- County Board  
  Pending 10/09/2018 10:00 AM
## Purchase Requisition

### Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Cotter Consulting, Inc.
- **Attn:** Joseph Hunn, P.E.
- **Address:** 745 McClintock Drive, Suite 130
- **City:** Burr Ridge
- **State:** IL
- **Zip:** 60527
- **Phone:** 630-297-0128

**Send Invoices To:**
- **Vendor:** Cotter Consulting, Inc.
- **Attn:** Paul Krueger
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 6900

**Send Payments To:**
- **Vendor:** Cotter Consulting, Inc.
- **Attn:** Email
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** Fax

**Ship To:**
- **Vendor:** Cotter Consulting, Inc.
- **Attn:** Email
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** Fax

### Item Details

<table>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</table>

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

CH 29/Greenbrook Boulevard, County Farm Road to Lake Street - Section 18-00285-02-RS

**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-0248-18
Transportation - 10/02/18
County Board - 10/09/18

---

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

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

---

Attachment: Cotter Consulting - Requisition (DT-P-0248-18 : Cotter Consulting, Inc.)
Procurement Review Checklist

Procurement Services Division

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

Date: Sep 21, 2018

Vendor: Cotter Consulting, Inc.
Vendor #: 12319

Contact: Paul Krueger
Phone: 6900

Dept: Division of Transportation

Contract Term: Through 11/30/20
Contract Total: $139,460.39

Description of Procurement/Scope of Work/Background
Professional Construction Engineering Services for improvements along CH 29/Greenbrook Boulevard, County Farm Road to Lake Street, Section 18-00285-02-RS.

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  Sep 21, 2018
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

 Buyer  9-21-18  Procurement Officer  9-25-18
Date  Date
Chief Financial Officer  9-26-18  Chairman’s Office  9-26-18
(Decision Memos Over $25,000) Date  (Decision Memos Over $25,000) Date

Attachment: Cotter Consulting - Checklist (DT-P-0248-18 : Cotter Consulting, Inc.)
Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Division of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: Cotter Consulting

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

Action Requested – Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The Division of Transportation (DOT) is in need of professional construction engineering services for improvements along CH 29/ Greenbrook Boulevard, from County Farm Road to Lake Street, Section 18-00285-02-RS.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The anticipated letting date of the project by the Illinois Department of Transportation (IDOT) is September 21, 2018. A consultant is necessary to inspect the work by the contractor to ensure it is in accordance with the plans and special provisions, to document the work by the contractor, to order required materials testing, to measure completed work for payment and other related work. Construction for the project will be funded with federal funding (STP) and DuPage County funds. Construction engineering will be funded with DuPage County funds.

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 resurfacing project will help keep the County Highway system in a 'state of good repair' allowing motorists to travel county highways in a safe and efficient manner.

Source Selection/Vetting Information - Describe method used to select source.
The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 19 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 Cotter Consulting is most qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives – Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommendation is to award a Construction Engineering contract to Cotter Consulting. Other options would be to award a Construction Engineering contract to another firm or to perform the work utilizing in-house staff. The Project involves pavement patching, resurfacing, curb & gutter removal/replacement and sidewalk ADA ramps on Greenbrook Boulevard. It will be necessary to assign at least two persons, full time to this project to monitor and document the work to be performed by the contractor. In addition, testing of asphalt and concrete placed as part of the contract will also need to be performed in accordance with IDOT materials inspection requirements. The DOT does not have the available staffing to assign full time to this single project and still make progress on other project assignments. Also, the DOT does not possess the necessary testing equipment, certified lab/or specialized training to perform the required materials testing. The use of a consultant is recommended as the most cost effective means to provide the required construction engineering for this project. The DOT has reviewed the capabilities of several firms pre-qualified by IDOT for this work. Cotter Consulting has qualified personnel readily available to perform the construction engineering on this project and the DOT feels it is in the best interest of the County to award a contract to Cotter Consulting. 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 FY18-19 fiscal impact for this contract is anticipated to be $139,460.39. The Division of Transportation has sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND COTTER CONSULTING, INC. FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES CH 29/GREENBROOK BOULEVARD FROM COUNTY FARM ROAD TO LAKE STREET SECTION NO. 18-00285-02-RS

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _______ day of _________, 20__, 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 Cotter Consulting, Inc., licensed to do business in the State of Illinois, with offices at 745 McClinton Drive, Suite 130, Burr Ridge, Illinois; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for CH 29/Greenbrook Blvd. from County Farm Rd. to Lake St., Section No. 18-00285-02-RS (hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed $139,460.39; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its 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.

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

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

3.0 NOTICE TO PROCEED

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.

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

4.0 TECHNICAL SUBCONSULTANTS

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

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

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

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

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

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after
notice of termination or when the Director directs, the files, records, reports, documentation, etc. specified in Exhibit 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 $139,460.39, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

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

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

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

7.8 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.

7.9 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.”

7.10 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.

7.11 Upon acceptance of all deliverables specified in paragraph 6.1 of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, 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 agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

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, 2020, or to a new date agreed upon by the parties, or
(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2020.

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

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

16.0 TERMINATION

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

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

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

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

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

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

21.0 NOTICES

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

Cotter Consulting, Inc.
745 McClintock Drive, Suite 130
Burr Ridge, IL 60527
ATTN: Joseph Hunn, P.E.
Vice President
Phone: 630.297.0128
Facsimile: 630.310.5512
Email: j.hunn@cotterconsulting.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to
obtain access to property of a third party necessary
for the performance of its obligations under this
AGREEMENT. If the CONSULTANT is unable to obtain
access to the property, the COUNTY shall be
responsible for securing access for the CONSULTANT.
In the event the COUNTY can not secure access for
the CONSULTANT, the COUNTY shall excuse the
CONSULTANT from the performance of any work that
necessitated such access. The CONSULTANT shall have
no claim to compensation for any work excused under
this provision. The COUNTY shall provide the
CONSULTANT, upon the CONSULTANT’S request, proof of
the COUNTY’S permission, or legal authority, to
enter onto the property of a third party.
24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Joseph Hunn, P.E., Vice President) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the 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.
26.4 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 26.3, 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

COTTER CONSULTING, INC.

BY: NAME: ANNE EDWARDS-COTTER
TITLE: PRESIDENT

Signature on File

NAME: WILLIAM J. COTTER
TITLE: V.P. & GENERAL COUNSEL

Signature on File

Cotter Consulting, Inc. PSA 22 8/24/2018

Packet Pg. 66
EXHIBIT A

SCOPE OF WORK

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

(1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.

(2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.

(3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and supervise the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County’s Engineer who is in responsible charge of the construction section.

(4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.

(5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
(6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.

(7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

(8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.

(9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT’S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County’s Engineer and become the property of the COUNTY.

(10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.

(11) To complete all measurements, records, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.

(12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

EXHIBIT "A"
Page 2 Of 14
(13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant’s work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.
Scope of Work
DuPage County Division of Transportation
Professional Construction Engineering Services – Phase III
Greenbrook Blvd: County Farm Road to Lake Street (US 20)
Section Number: 18-00285-02-RS

The scope of work for this contract is to provide Phase III Professional Construction Engineering Services for the pavement patching, milling, resurfacing, C&G remove/replace, sidewalk remove/replace, striping and RPM work on the above noted project.

The consultant shall be responsible for providing on-site inspection of the work performed by the contractor, insure the work is being performed in accordance with the plans and specifications, measure and document all completed work, prepare pay estimates and change orders, submit as-built drawings, perform Q/A materials testing and ADA compliance/assurance. Other duties as required will also be performed. The contractor will be responsible for layout which will be checked by the consultant. The consultant shall provide staffing, vehicles and other appropriate equipment as necessary to complete this project in accordance with State and Federal specifications.
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Post Construction Total</td>
<td>80</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 336
Total: 680
Total: 24
Total: 30
Total: 0

**Construction Total:** 532
<table>
<thead>
<tr>
<th></th>
<th>Inspector</th>
<th>Resident Engineer</th>
<th>QA Tester</th>
<th>QA Project Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hours</strong></td>
<td>680</td>
<td>716</td>
<td>70</td>
<td>20</td>
</tr>
<tr>
<td><strong>Rate</strong></td>
<td>$32.00</td>
<td>$70.00</td>
<td>$31.00</td>
<td>$35.00</td>
</tr>
<tr>
<td><strong>Multiplier</strong></td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td><strong>Labor Cost</strong></td>
<td>$80,976.00</td>
<td></td>
<td>$58,026.00</td>
<td>$1,981.20</td>
</tr>
<tr>
<td><strong>Vehicle Days</strong></td>
<td>70.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Cost</strong></td>
<td>$85.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Vehicle</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$68,478.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUM** $68,478.00

**Total Fee** $134,066.00

<table>
<thead>
<tr>
<th></th>
<th>QA Tester</th>
<th>QA Project Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hours</strong></td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Rate</strong></td>
<td>$31.00</td>
<td>$35.00</td>
</tr>
<tr>
<td><strong>Multiplier</strong></td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td><strong>Labor Cost</strong></td>
<td>$58,026.00</td>
<td>$1,981.20</td>
</tr>
<tr>
<td><strong>Vehicle Days</strong></td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Daily Cost</strong></td>
<td>$65.00</td>
<td>$65.00</td>
</tr>
<tr>
<td><strong>Total Vehicle</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$1,981.20</td>
<td>$1,981.20</td>
</tr>
</tbody>
</table>

**SUM** $2,962.40

**OC Lab Fees** $400.00

**SUM** $2,362.40

**Chf. Total Fee** $5,492.20
## Payroll Escalation Table

**Fixed Raises**

**DLM 2.80**

### CONTRACT TERM

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Date</th>
<th>Raise Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/19/18</td>
<td>10/9/2018</td>
<td>1/1/2019</td>
</tr>
</tbody>
</table>

### OVERHEAD RATE

<table>
<thead>
<tr>
<th>Complexity Factor</th>
<th>% of Raise</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>112.64%</td>
</tr>
</tbody>
</table>

### DATE

<table>
<thead>
<tr>
<th>Date</th>
<th>PTB No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/19/18</td>
<td>Greenbrook Blvd</td>
</tr>
</tbody>
</table>

### ESCALATION PER YEAR

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Escalation Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/9/2018 - 1/1/2019</td>
<td>3 months 11.54%</td>
</tr>
<tr>
<td>1/1/2019 - 1/1/2020</td>
<td>12 months 47.54%</td>
</tr>
<tr>
<td>1/1/2020 - 1/1/2021</td>
<td>11 months 44.86%</td>
</tr>
</tbody>
</table>

The total escalation for this project would be: 3.96%
## Payroll Rates

**FIRM NAME**
Cotter Consulting, Inc

**PRIME/SUPPLEMENT**
Prime

**PTB NO.**
Greenbrook Blvd

---

**DATE**
09/20/18

**ESCALATION FACTOR**
3.96%

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>CURRENT RATE</th>
<th>ESCALATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Engineer</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Group Manager</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$68.00</td>
<td>$60.30</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$42.00</td>
<td>$43.86</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$31.00</td>
<td>$32.23</td>
</tr>
<tr>
<td>Technician III</td>
<td>$54.50</td>
<td>$56.86</td>
</tr>
<tr>
<td>Technician II</td>
<td>$33.00</td>
<td>$34.31</td>
</tr>
<tr>
<td>Technician I</td>
<td>$25.00</td>
<td>$25.99</td>
</tr>
</tbody>
</table>

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**EXHIBIT “A”**

---

Page 2 of 8
<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>(2.80+R) TIMES PAYROLL</th>
<th>DIRECT COSTS</th>
<th>SERVICES BY OTHERS (E)</th>
<th>DBE TOTAL</th>
<th>TOTAL (C+D+E)</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Engineer</td>
<td>330</td>
<td>23,100.00</td>
<td>64,680.00</td>
<td></td>
<td></td>
<td>84,680.00</td>
<td>46.38%</td>
<td></td>
</tr>
<tr>
<td>Engineer I</td>
<td>681.5</td>
<td>21,963.35</td>
<td>61,497.39</td>
<td></td>
<td></td>
<td>61,497.39</td>
<td>44.10%</td>
<td></td>
</tr>
<tr>
<td>Chicago Testing Laboratory, Inc</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
<td></td>
<td>5,403.30</td>
<td>3.87%</td>
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</tr>
<tr>
<td>Direct Costs</td>
<td>0.00</td>
<td>0.00</td>
<td>7,879.70</td>
<td></td>
<td></td>
<td>7,879.70</td>
<td>5.65%</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>1011.5</td>
<td>45,083.35</td>
<td>126,177.39</td>
<td>7,879.70</td>
<td>5,403.30</td>
<td>139,460.39</td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** 09/20/18

**Overhead Rate:** 112.64%

**Complexity Factor:** 0

Page 3 of 8
Printed 9/20/2018 2:59 PM

Attachment: Cotter Consulting - Agreement (DT-P-0248-18 : Cotter Consulting, Inc.)
## Average Hourly Project Rates

**Route:** Greenwood Blvd, County Farm Rd to Lake St  
**Section:** 18-00285-02-RS  
**County:** DuPage  
**Job No.:** C-91-177-18  
**PTB/item:** Greenwood Blvd  
**Consultant:** Cotter Consulting, Inc  
**Date:** 09/20/18

### Payroll Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Project Rates</th>
<th>Resident Engineer</th>
<th>Engineer I</th>
<th>Chicago Testing Laboratory, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
<td>Hours % Part. Wgtd Avg</td>
</tr>
<tr>
<td>Resident Engineer</td>
<td>$70.00</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Group Manager</td>
<td>$70.00</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Engineer III</td>
<td>$60.30</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Engineer II</td>
<td>$43.66</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Engineer I</td>
<td>$32.23</td>
<td>681.5</td>
<td>67.38% 21.71</td>
<td>681.5 100.00% 32.23</td>
<td></td>
</tr>
<tr>
<td>Technician III</td>
<td>$56.86</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Technician II</td>
<td>$34.31</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
<tr>
<td>Technician I</td>
<td>$29.96</td>
<td>330</td>
<td>32.62% 22.84</td>
<td>330 100.00% 70.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS:**  
1012 100% $44.55 0 0% $0.00 330 100% $70.00 681.5 100% $32.23 0 0% $0.00 0 0% $0.00
**FIRM NAME**  Cotter Consulting, Inc
**PRIME/SUPPLEMENT**  Prime

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>DATE</th>
<th>MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>START DATE</td>
<td>09/2018</td>
<td>26</td>
</tr>
<tr>
<td>RAISE DATE</td>
<td>01/2019</td>
<td>1/1/2019</td>
</tr>
</tbody>
</table>

**DATE**  09/2018
**PTB NO.**  Greenbrook Blvd

<table>
<thead>
<tr>
<th>OVERHEAD RATE</th>
<th>COMPLEXITY FACTOR</th>
<th>% OF RAISE</th>
</tr>
</thead>
<tbody>
<tr>
<td>112.64%</td>
<td>0.00</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

**ESCALATION PER YEAR**

<table>
<thead>
<tr>
<th>Period</th>
<th>Escalation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/9/2018 - 1/1/2019</td>
<td>11.54%</td>
</tr>
<tr>
<td>1/2/2019 - 1/1/2020</td>
<td>47.54%</td>
</tr>
<tr>
<td>1/2/2020 - 1/1/2021</td>
<td>44.89%</td>
</tr>
</tbody>
</table>

The total escalation for this project would be: 3.36%
# Payroll Rates

**FIRM NAME:** Prime/Supplement  
**PRIME/SUPPLEMENT:** PTB  
**PTB NO.:**  
**Engineer**  
**Material Field Inspector**  
**Testing Laboratory, Inc**  
**Prime**  
**Greenbrook Blvd**  
**DATE:** 09/19/18  
**CLASSIFICATION**  

<table>
<thead>
<tr>
<th>Classification</th>
<th>Current Rate</th>
<th>Escalated Rate</th>
<th>Escalation Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer</td>
<td>$40.00</td>
<td>$41.58</td>
<td>3.96%</td>
</tr>
<tr>
<td>Material Field Inspector</td>
<td>$39.95</td>
<td>$41.53</td>
<td></td>
</tr>
</tbody>
</table>

**EXHIBIT "A"**

Page 12 of 14

BDE 3506 Template (Rev. 10/31/18)
## Cost Estimate of Consultant Services
### (Direct Labor Multiple)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANHOURS</th>
<th>PAYROLL</th>
<th>(2.80+R) TIMES PAYROLL</th>
<th>DIRECT COSTS</th>
<th>SERVICES BY OTHERS (E)</th>
<th>DBE TOTAL</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer</td>
<td>10</td>
<td>415.84</td>
<td>1,164.36</td>
<td></td>
<td></td>
<td></td>
<td>1,164.36</td>
<td>21.55%</td>
</tr>
<tr>
<td>Material Field Inspector</td>
<td>24</td>
<td>996.78</td>
<td>2,790.98</td>
<td></td>
<td></td>
<td></td>
<td>2,793.98</td>
<td>51.65%</td>
</tr>
<tr>
<td>Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td>1,447.95</td>
<td></td>
<td></td>
<td>1,447.95</td>
<td>28.80%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>34</td>
<td>1,412.62</td>
<td>3,955.35</td>
<td>1,447.95</td>
<td>0.00</td>
<td>0.00</td>
<td>5,403.30</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

---

**Note:**
- The overhead rate is 0.00%.
- The complexity factor is 0.

**Firm:** Chicago Testing Laboratory, Inc.

**Route:** Greenbrook Blvd

**Section:** 18-00265-02-RS-

**County:** DuPage County

**Job No.:** C-91-177-18

**PTB & Item:** Greenbrook Blvd

**Date:** 09/19/16

---

Attachment: Cotter Consulting - Agreement (DT-P-0248-18 - Cotter Consulting, Inc.)
### Average Hourly Project Rates

<table>
<thead>
<tr>
<th>Payroll Classification</th>
<th>Avg Hourly Rates</th>
<th>Total Project Rates</th>
<th>Project Engineer</th>
<th>Material Field/Inspector</th>
<th>Direct Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Engineer</strong></td>
<td>$41.58</td>
<td>10</td>
<td>100%</td>
<td>12.23</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Material Field/Inspector</strong></td>
<td>$41.53</td>
<td>24</td>
<td>70.59%</td>
<td>29.32</td>
<td>100%</td>
</tr>
</tbody>
</table>

| TOTALS | 34 | 100% | $41.55 | 10 | 100% | $41.58 | 24 | 100% | $41.53 | 0 | 0% | $0.00 | 0 | 0% | $0.00 | 0 | 0% | $0.00 |

**Note:**
- Payroll Classification: Project Engineer, Material Field/Inspector
- Total Project Rates: 100%
- Project Engineer: 12.23 hours, 100%
- Material Field/Inspector: 29.32 hours, 100%
- Direct Costs: 0 hours, 0%, $0.00
**EXHIBIT C**

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

**CONSULTANT:** Cotter Consulting, Inc  
**PROJECT:** Greenbrook Blvd – County Farm Rd. to Lake St.

<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>Resident Engineer</td>
<td>$55.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Group Manager</td>
<td>$45.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$46.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$31.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$27.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Technician III</td>
<td>$40.00</td>
<td>$58.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$30.00</td>
<td>$42.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$20.00</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT:  
Date: 9/20/18

Approved By COUNTY:  
Date: 9/26/18
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>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>Material Field Inspector</td>
<td>35.00</td>
<td>47.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>25.00</td>
<td>55.00</td>
</tr>
</tbody>
</table>

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

Signature of Authorized Agent for CONSULTANT: [Signature on File]

Type Name: Abdul Dahhan

Approved By COUNTY: [Signature on File]

Date: 08-31-2018

Date: 9/26/18
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice,</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>112</td>
<td></td>
<td>$65.00</td>
<td>$7,280.00</td>
</tr>
<tr>
<td>Totals</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>10</td>
<td></td>
<td>$15.97</td>
<td>$159.70</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td>10</td>
<td></td>
<td>$4.00</td>
<td>$40.00</td>
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<tr>
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<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Myars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
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<tr>
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<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radios (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
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</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>8</td>
<td></td>
<td>$50.00</td>
<td>$400.00</td>
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<tr>
<td>Drone photography &amp; Video</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST**: $7,379.70

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

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

PRINTED 9/12/2018
### COMPANY NAME: Chicago Testing Laboratory, Inc.

**PT3 NUMBER:**

**TODAY'S DATE:** 8/31/2019

### Direct Costs Check Sheet

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE W.O. ONLY</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50 half day (4 hours or less) or $65/full day</td>
<td>$65.00</td>
<td>$292.50</td>
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<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>$0.00</td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
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<td>Actual cost</td>
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<tr>
<td>Overtime</td>
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<td>$19.95</td>
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<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
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<td>$0.00</td>
<td></td>
<td></td>
</tr>
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<td>Courthouse Fees</td>
<td>Actual cost</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td></td>
</tr>
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<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td>$1,115.50</td>
<td>$1,115.50</td>
<td></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>$0.00</td>
<td>$0.00</td>
<td></td>
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</tbody>
</table>

**TOTAL DIRECT COST:** $1,437.50

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

**LEGEND**

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

PRINTED 9/13/2018

Attachment: Cotter Consulting - Agreement (DT-P-0248-18 : Cotter Consulting, Inc.)
## Schedule of Lab Services and Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per Test</th>
<th>Contract Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Bulk Specific Gravity</td>
<td>$50.00</td>
<td>6</td>
<td>$300.00</td>
</tr>
<tr>
<td>Washed Gradation</td>
<td>$135</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Extraction Analysis with Washed Gradation</td>
<td>$285.50</td>
<td>1</td>
<td>$285.50</td>
</tr>
<tr>
<td>Gyratory Voids Analysis</td>
<td>$420.00</td>
<td>1</td>
<td>$420.00</td>
</tr>
<tr>
<td>Concrete Cylinder Compression Test</td>
<td>$27.50</td>
<td>4</td>
<td>$110</td>
</tr>
</tbody>
</table>

$1,115.50
EXHIBIT D
DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of __________________________ hereby notifies

the COUNTY through the DIVISION OF TRANSPORTATION that they need to reassign staff for

the __________________________ project, Section No.

_____________________

Position: _______________________________________

Person: _______________________________________

Effective date: _________________________________

Reason for requesting change:
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: Aug 31, 2018
Bid/Contract/PO #: 18-00285-02-RS5

Company Name: Cotter Consulting, Inc.
Company Contact: William Cotter
Contact Phone: (312) 327-1314
Contact Email: wcotter@cotterconsulting.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.

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.

Signature on File

Packet Pg. 90
LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR CENTRAL SIGNAL SYSTEM EXPANSION 1 & 2
(AT VARIOUS LOCATIONS)
SECTION 17-DCCSS-01-TL

(ESTIMATED COUNTY COST $1,375,139.00; $183,500.00 TO BE REIMBURSED BY THE
CITY OF NAPERVILLE)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois
Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free
flow of traffic, desire to upgrade traffic signal equipment and Ethernet communications at
various locations, Section 17-DCCSS-01-TL (hereinafter referred to as the IMPROVEMENT); and

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

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

WHEREAS, the COUNTY will be the lead agency for construction engineering and will
enter into a separate agreement for said construction engineering services, subject to
reimbursement from the STATE as outlined in the attached AGREEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the
IMPROVEMENT, with an estimated total cost of construction of $4,606,538.00, of which up to
$3,231,399.00 to be funded by the STATE, resulting in an estimated total cost of construction to
the COUNTY of $1,375,139.00; and

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

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

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

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

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

DT-R-0892-18

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Local Public Agency Agreement for Federal Participation

<table>
<thead>
<tr>
<th>Job Number</th>
<th>Project Number</th>
<th>Job Number</th>
<th>Project Number</th>
<th>Job Number</th>
<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-91-128-18</td>
<td>QIH.B(040)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Location

Local Name: Central Signal System Expansion 1 & 2
Route: Various
Length: N/A
Termini: Bounded by IL Rte 59; IL Rte 83; 87th St; and Union Pacific RR

Current Jurisdiction: LPA  TIP Number: 08-18-0003  Existing Structure: N/A

Project Description

Signal timing programming and traffic signal installation / replacement

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>CMAQ</th>
<th>%</th>
<th>LPA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>3,231,399</td>
<td></td>
<td>1,375,139</td>
<td>4,606,53</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>324,000</td>
<td>(     )</td>
<td>81,000</td>
<td>405,000</td>
</tr>
<tr>
<td>Right of Way</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>Railroads</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>(        )</td>
<td>(     )</td>
<td>(        )</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,555,399</td>
<td></td>
<td>1,456,139</td>
<td>5,011,53</td>
</tr>
</tbody>
</table>

*Maximum FHWA (CMAQ) participation 80% not to exceed $3,555,399.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be for the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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

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

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of any of the offenses enumerated in item (b) of this certification; and

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

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

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

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

THE STATE AGREES:

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

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

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

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

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

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

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award of performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for...
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

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

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

ADDENDA

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

Number 1 - Location Map   Number 2 - LPA Appropriation Resolution   Number 3 - IGA
(Inset Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Daniel J. Cronin
Name of Official (Print or Type Name)

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

(Signature) Date

The above signature certifies the agency's TIN number is 36-6006551 conducting business as a Governmental Entity.

DUNS Number 135836026

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
DuPage County
Central Signal System Expansion 1

Legend
- DuDOT Signal
- Naperville Signal
- Existing Fiber - Naperville
- Existing Fiber - ISTHA
- Proposed Fiber - DuDOT

Packet Pg. 98
Resolution
DT-R-0085-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF NAPERVILLE
FOR CENTRAL SIGNAL SYSTEM EXPANSION 1 AND 2
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION NO.: 17-DCCSS-01-TL
(ESTIMATED CITY REIMBURSEMENT $183,500.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Naperville (hereinafter referred to as CITY) 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 CITY 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 Central Signal System Expansion 1 and 2, known as COUNTY Section No. 17-DCCSS-01-TL (hereinafter referred to as PROJECT); and

WHEREAS, the CITY has requested that the COUNTY install upgraded equipment at approximately ten CITY traffic signals and connect the existing COUNTY and CITY networks as a part of the PROJECT; 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 CITY 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 CITY; and

BE IT FURTHER RESOLVED that two (2) original copies of this resolution and Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

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

[Signature]
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Ayes: 15
Absent: 3

[Signature]
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF NAPERVILLE
FOR CENTRAL SIGNAL SYSTEM EXPANSION 1 AND 2
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION NO.: 17-DCCSS-01-TL

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 13th day of March, 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 City of Naperville, (hereinafter referred to as the "MUNICIPALITY"), a home rule municipal corporation with offices at 400 S. Eagle Street, Naperville, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY has recently received Congestion Mitigation Air Quality funding to expand its Central Signal System under COUNTY Section Numbers: 17-DCCSS-01-TL (Expansion 1) and 17-DCCSS-02-TL (Expansion 2); and

WHEREAS, the COUNTY has decided to combine the two above referenced projects into one project for letting purposes to be known as Section No. 17-DCCSS-01-TL (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, the MUNICIPALITY has requested that the COUNTY install upgraded traffic signal equipment and Ethernet communications at approximately 10 Municipal traffic signals and connect the existing DuPage County and City of Naperville Transportation Management Center networks (hereinafter referred to as the "WORK") as a part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and
WHEREAS, the COUNTY and the MUNICIPALITY desire to establish the parties' mutual project cost, shared use of systems and maintenance responsibilities with respect to the PROJECT; and

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

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

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

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

1.0 INCORPORATION

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

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

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, modernization of traffic signal hardware and software to establish connections to Ethernet-based Central Traffic Management Systems, as well as support/prepare for future transit signal priority
and connected vehicle technology, at the arterial and collector road network level. The PROJECT shall also include the WORK.

3.0 RESPONSIBILITIES - JOINT

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

3.2. The COUNTY and MUNICIPALITY agree that the scope of WORK will be added to the contract documents for Section 17-DCCSS-01-TL and said contract documents are incorporated into this AGREEMENT by reference. Exhibit A is attached hereto and incorporated herein by reference outlining the estimated cost to the MUNICIPALITY for the WORK including design and construction engineering.

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

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall be responsible for all PROJECT costs except as noted hereinafter, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, permit processing except as noted in paragraph 5.2 hereinafter, and utility coordination except as noted in paragraph 3.3 hereinabove, and construction engineering for the PROJECT.

4.2. Both the COUNTY and MUNICIPALITY 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 MUNICIPALITY regarding the progress of the WORK and any problems encountered or changes recommended. No change order which affects the MUNICIPALITY’s facilities, or MUNICIPALITY cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the MUNICIPALITY.

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

4.4. The COUNTY shall submit the Pre-final Plans and Specifications for the PROJECT to the MUNICIPALITY for review. The MUNICIPALITY shall provide review comments within fourteen (14) days of receipt of the Pre-final Plans and Specifications. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the MUNICIPALITY.

4.5. For the purposes of this agreement the “SIGNAL SYSTEM” shall include Central Traffic Management System software, as well as communications cables within County right-of-way, Ethernet switches, communications hardware, and PTZ cameras, as well as peripheral equipment.

4.6. Upon completion of the PROJECT, the COUNTY shall continue to own, operate and maintain the COUNTY’S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the SIGNAL SYSTEM.

4.7. Upon completion of the PROJECT, the MUNICIPALITY shall continue to own, operate and maintain the MUNICIPALITY’S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the SIGNAL SYSTEM.
5.0 RESPONSIBILITIES OF THE MUNICIPALITY

5.1. The MUNICIPALITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the MUNICIPALITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The MUNICIPALITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's WORK. Upon completion of the PROJECT, the right-of-entry shall terminate.

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

5.3. The MUNICIPALITY agrees to reimburse the COUNTY one hundred (100%) percent of the local share of the construction cost of the WORK.

5.4. The MUNICIPALITY agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the local share of the WORK for construction engineering.

5.5. The MUNICIPALITY agrees to reimburse the COUNTY for the actual design engineering cost for the WORK estimated to be $35,000.00.

5.6. The MUNICIPALITY agrees to pay the COUNTY fifty (50%) percent of the estimate of MUNICIPALITY cost as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the MUNICIPALITY agrees to reimburse the COUNTY for the balance of the MUNICIPALITY cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
6.0 MAINTENANCE AND SHARED ACCESS

6.1. Upon completion of the PROJECT:

6.1.1 Any new fiber optic cable and conduit that is installed in the COUNTY’s right-of-way shall be owned, operated and maintained by the COUNTY.

6.1.2 Any new fiber optic cable and conduit that is installed in the MUNICIPALITY’S right-of-way shall be owned, operated and maintained by the MUNICIPALITY.

6.1.3 The MUNICIPALITY shall grant the COUNTY access to its traffic signal field equipment or other facilities owned by the MUNICIPALITY for maintenance purposes with one (1) business day notice. The MUNICIPALITY retains the right to require COUNTY personnel to be escorted by a representative of the MUNICIPALITY when accessing MUNICIPALITY facilities.

6.1.4 The COUNTY shall grant the MUNICIPALITY access to its traffic signal field equipment or other facilities owned by the COUNTY for maintenance purposes with one (1) business day notice. The COUNTY retains the right to require MUNICIPALITY personnel to be escorted by a representative of the COUNTY when accessing COUNTY facilities.

6.1.5 The MUNICIPALITY shall be given remote access to the COUNTY’s SIGNAL SYSTEM for the purpose of sharing data and video services.

6.1.6 The COUNTY shall be given remote access to the MUNICIPALITY’s signal system for the purposes of sharing data and video services.

6.1.7 The COUNTY shall be responsible for specific equipment located on the MUNICIPALITY’s facilities. The MUNICIPALITY shall be responsible for specific equipment located on the COUNTY’s facilities. The specific equipment subject to this section are listed
in Exhibit B. The parties agree that the equipment listed in Exhibit B may be revised by the designated representatives from time to time as necessary and mutually agreed upon without amendment of the AGREEMENT.

6.1.8. Each party shall continue to designate a representative to the other party who shall serve as the full time representative regarding the SIGNAL SYSTEM.

6.1.9. The COUNTY and the MUNICIPALITY agree that existing energy and maintenance agreements including phasing, timing and operations related to the individual traffic signals involved in the PROJECT will continue as outlined in said existing agreements.

7.0 INDEMNIFICATION

7.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the MUNICIPALITY, 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.

7.1.1. The COUNTY and the MUNICIPALITY acknowledge that the COUNTY has made no representations, assurances or guarantees regarding the COUNTY’s or any successor’s or assign’s authority and legal capacity to indemnify MUNICIPALITY 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 MUNICIPALITY, or
any person or entity claiming a right through MUNICIPALITY, 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.

7.2. The MUNICIPALITY 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 MUNICIPALITY’s negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The MUNICIPALITY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the MUNICIPALITY acknowledge that the MUNICIPALITY has made no representations, assurances or guaranties regarding the MUNICIPALITY’s or any successor’s or assign’s authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the MUNICIPALITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing MUNICIPALITY’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.
7.3. 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4. 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.

7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the MUNICIPALITY assumes its maintenance responsibilities as set forth in paragraph 6.1 hereof.

8.0 GENERAL

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

8.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or MUNICIPALITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
8.3. In the event of a dispute between the COUNTY and MUNICIPALITY 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 City Engineer of the MUNICIPALITY shall meet and resolve the issue.

8.4. 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. 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.

8.5. 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.

9.0 ENTIRE AGREEMENT

9.1. 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.

10.0 NOTICES

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.
For MUNICIPALITY:

Andy Hynes, P.E.,
Deputy City Engineer
City of Naperville
400 South Eagle Street
Naperville, IL 60540
Phone: 630.548.2958
Facsimile: 630.305.5986
Email: hynes@naperville.il.us

For COUNTY:

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

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing except for the provisions stated in paragraph 6.1.7 herein.

12.0 ASSIGNMENT

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

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

13.2. 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.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE  

Daniel J. Cronin, Chairman  
DuPage County Board

CITY OF NAPERVILLE

Douglas A. Krieger  
City Manager

ATTEST:  

Paul Hinds  
County Clerk

ATTEST:  

Pam Galla  
City Clerk

Naperville IGA - Cert. Sig. Sys. 17:DCCSS-01:TL
EXHIBIT “A” ESTIMATE OF MUNICIPALITY COST

Estimate of design engineering for the WORK $35,000.00

Estimate of WORK construction costs: 135,000.00
(MUNICIPALITY’S Local Share)

Estimate of construction engineering (10% of WORK) 13,500.00
(MUNICIPALITY’S Local Share)

Total Estimate of MUNICIPALITY COST: $183,500.00
EXHIBIT "B" (Equipment, location & maintenance responsibility to be added)

<table>
<thead>
<tr>
<th>Equipment (Owner)</th>
<th>Location (Facility Owner)</th>
<th>Maintenance Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic ware detectors, hardware and peripheral communications equipment (Naperville)</td>
<td>Intersection of Warrenville Road and Washington Street (DuPage DOT)</td>
<td>City of Naperville</td>
</tr>
</tbody>
</table>
Grant Proposal Notification

GPN Number: 048-18
Date of Notification: 09/14/2018
(Please fill in dates in the format MM/DD/YYYY)

Parent Committee Agenda Date: 10/02/2018
Grant Application Due Date: 09/18/2018

Name of Grant:
FY2024 Illinois Special Bridge Program (ISBP)

Name of Grantor:
IDOT

Originating Entity:
Federal Highway Administration (FHWA)
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department:
Div of Transportation

Department Contact:
Tom Hardy, Senior Civil Engineer, 6912
(Name, Title, and Extension)

Parent Committee:
Transportation

Grant Amount Requested:
$5,108,978.40

Type of Grant:
Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant:
☐ Yes ☑ No

Source of Grant:
☐ Federal ☑ State ☐ Private ☐ Corporate

If Federal, provide CFDA:
20.205
If State, provide CSFA: 494-00-1006
1. Justify the department’s need for this grant.

This project consists of replacing the existing Army Trail Road bridge over the West Branch DuPage River with a new structure. The structure replacement is needed due to the advanced deterioration of the bridge.

2. Based on the County’s Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Quality of life - by securing the funding through this grant application, it will enable the Division of Transportation to move forward with engineering in order to rehabilitate or reconstruct the bridge on Army Trail Road over the West Branch of the DuPage River. Therefore, a new rehabilitated bridge will provide a safe method of travel along Army Trail Road for the motoring public.

3. What is the period covered by the grant? 01/01/2019 to: 12/31/2024 (MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. 04/24 and 12/24 (MM/YY) (Duration)

4. Will the County provide “seed” or startup funding to initiate grant project? (Yes or No) No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) 

5.2. After expenditure of costs (reimbursement-based) ✔
6. Does the grant allow for Personnel Costs? (Yes or No)  ________

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _______________  Percentage covered by grant ______

6.1.2. Total fringe benefits _______________  Percentage covered by grant ______

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): ________

   6.1.3.1. If yes, which ones are disallowed?

   6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): ________

   6.2.1. If yes, how many new positions will be created?

      6.2.1.1. Full-time _________  Part-time ___________  Temporary __________

      6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? ________ (Yes or No)

      6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?
6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)  

   NA  

   6.3.1. If yes, please answer the following:  

   6.3.1.1. How many years beyond the grant term?  

   6.3.1.2. What Company-Accounting Unit(s) will be used?  

   6.3.1.3. Total annual salary  

   6.3.1.4. Total annual fringe benefits  

7. Does the grant allow for direct administrative costs? (Yes or No)  

   No  

   7.1. If yes, please answer the following:  

   7.1.1. Total estimated direct administrative costs for project  

   7.1.2. Percentage of direct administrative costs covered by grant  

   7.1.3. What percentage of the grant total is the portion covered by the grant  

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?  

   100  

   Yes  

9. Are matching funds required? (Yes or No):  

   Yes  

   9.1. If yes, please answer the following:  

   9.1.1. What percentage of match funding is required by granting entity?  

   20%  

   9.1.2. What is the dollar amount of the County's match?  

   $1,277,244.60
9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?

DOT funds - MFT or LGT

10. What amount of funding is already allocated for the project?

$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located?

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):

No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?

$6,386,223.00