1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday November 20th, 2018

5. CONSENT ITEMS
   A. Consent Item -- CDW Government LLC - 2700-SERV - Decrease & Close
   B. Consent Item -- H.W. Lochner, Inc. – 2593 SERV – Decrease/Close

6. ACTION ITEMS

   Contracts/Purchase Orders
   A. 2019-1 Recommendation for the approval of a contract purchase order to Atlas Bobcat, LLC, to furnish and deliver Bobcat repair and replacement parts, as needed for the Division of Transportation, for the period January 1, 2019 through December 31, 2019, for a contract total not to exceed $10,000.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source (Direct replacement of compatible equipment parts)
   B. 2019-2 Recommendation for the approval of a contract purchase order to Standard Equipment Company, to furnish, deliver and install two (2) Tilt Sweeper Upgrades for the Division of Transportation, for a contract total not to exceed $5,081.20; Per 55 ILCS 5/5-1022 “Competitive Bids” (c), not suitable for competitive bids (Sole provider of items that are compatible with existing equipment)
   C. 2019-4 Recommendation for the approval of a contract purchase order to Bentley Systems, Inc., for annual license subscription services for the Division of Transportation’s Roadway Engineering Design software, for the period December 4, 2018 through November 30, 2019, for a contract total not to exceed $12,368.00. Per 55 ILCS 5/5-1022 “Competitive Bids (c) not suitable for competitive bids (Proprietary Software licensed and sold through software manufacturer)
D. DT-P-0001-19 Recommendation for the approval of a contract purchase order to Shorewood Home and Auto, Inc., to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation, for a contract total not to exceed $33,223.56; per lowest responsible bid 18-209-DOT

E. DT-P-0002-19 Recommendation for the approval of a contract purchase order to Patten Industries, Inc. d/b/a Altorfer Industries, Inc., to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation, for a contract total not to exceed $269,000.00; Contract pursuant to the Intergovernmental Cooperation Act (National IPA)

Agreements

F. DT-R-0002-19 RESOLUTION -- License agreement between the County of DuPage and the Forest Preserve District of DuPage County for construction access within Mayslake and Fullersburg Woods Forest Preserve (No County Cost)

G. DT-R-0003-19 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook, for mowing along County roads and rights-of-way, for an estimated County cost of $23,430.00, annually for three years

H. DT-R-0004-19 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Addison Road District, for mowing along County roads and rights-of-way, for an estimated County cost of $24,260.00, annually for three years

I. DT-R-0005-19 RESOLUTION -- Letter of Agreement between the County of DuPage and the Illinois Department of Transportation for rock salt usage/loading and delegation of authority to the Director of Transportation/County Engineer to execute the Letter of Agreement and future annual renewals

Amendments

J. Action Item -- DT-R-0679A-16 - Amendment to Resolution DT-R-0679-16, Membership Agreement between the County of DuPage and JULIE, Inc., to decrease the funding in the amount of 25,496.63, resulting in a final County cost of $36,503.37, a decrease of 41.12%

Request for Approval

K. FI-R-0001-19 RESOLUTION -- Annual Financial Commitment in support of the Chicago Metropolitan Agency for Planning to consolidate planning of land use and transportation for the seven Counties of northeastern Illinois - $36,359.00

7. REPORT FROM STATE’S ATTORNEY’S OFFICE

8. OLD BUSINESS
9. NEW BUSINESS

10. EXECUTIVE SESSION

   A. Pursuant to the Open Meetings Act 5 ILCS 120/2 (6) The setting of a price for sale or lease of property owned by a public body.

11. ADJOURNMENT
1. **CALL TO ORDER**

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

2. **ROLL CALL**

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

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

   A. Transportation Committee - Regular Meeting - Nov 6, 2018 10:00 AM

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

5. **CONSENT ITEMS**

   Motion to combine and approve.

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

   A. Consent Item -- Mathewson ROW - 1920 - Decrease/Close

   B. Consent Item -- Primera Engineers - 2568 SERV - Decrease/Close
6. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-269 Recommendation for the approval of a contract purchase order to Henderson Products, Inc., to furnish and deliver Henderson equipment repair and replacement parts, as needed for the Division of Transportation, for the period February 1, 2019 through January 31, 2020, for a contract total not to exceed $24,000.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids (Direct replacement of compatible equipment parts)

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

B. 2018-270 Recommendation for the approval of a contract purchase order to Gasaway Distributors, Inc., to furnish and deliver calcium chloride liquid deicer, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019 for a contract total not to exceed $24,400.00; Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

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

C. DT-P-0309-18 Recommendation for the approval of a contract purchase order to H.W. Lochner, Inc., for Professional Construction Engineering Services for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH, for a contract total not to exceed $860,489.66; 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. (County to be reimbursed up to $356,000.00)

Discussion held.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: James Zay, District 6
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

D. DT-P-0310-18 Recommendation for the approval of a contract purchase order to DB Sterlin Consultants, Inc., for Professional Structural Engineering Services upon request for the Division of Transportation, Section 18-STENG-02-EG, for a contract total not to exceed $350,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

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

Intergovernmental Agreements

The motion was to combine and approve Agenda Items 6E through 6I.

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

E. DT-R-0933-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Oak Brook, for mowing along County roads and rights-of-way, for an estimated County cost of $7,150.00 annually for three years

F. DT-R-0934-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park, for mowing along County roads and rights-of-way, for an estimated County cost of $16,910.00 annually for three years

G. DT-R-0952-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority for improvements along 31st Street over I-294 Bridge, for an estimated County cost of $89,000.00
H. DT-R-0953-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the City of Darien, for mowing along County roads and rights-of-way, for an estimated County cost of $41,060.00, annually for three years

I. DT-R-0954-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Naperville Road District, for mowing along County roads and rights-of-way, for an estimated County cost of $130,340.00, annually for three years

Amendments/Change Orders

J. Change Order -- DT-P-0146A-17 – Amendment to Resolution DT-P-0146-17, issued to AT&T, for telecommunication services, to increase the funding in the amount of $22,500.00, resulting in an amended contract total amount of $67,500.00, an increase of 50.00%

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

K. Change Order -- DT-P-0260A-18 – Amendment to Resolution DT-P-0260-18, issued to Fastenal Company, to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, to add a Lease Agreement and give authority to the Director of Transportation/County Engineer to execute the Lease Agreement. (Purchase Order 3496)

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

L. Action Item -- DT-R-0182A-18 – Amendment to Resolution DT-R-0182-18, issued to Martam Construction, Inc., for the 2018 Retaining Wall Repair Program, Section 18- RETWL-01-MS, to decrease the funding in the amount of $70,249.30 and close, resulting in a final County cost of $513,639.20, a decrease of 12.03%

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

M. Action Item -- DT-R-0621B-16 – Amendment to Resolution DT-R-0621A-16, Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for traffic signal upgrades at Illinois Route 59 and CH 29/Stearns Road, Section 15-00285-00-CH/TL

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

7. REPORT FROM STATE'S ATTORNEY'S OFFICE
8. OLD BUSINESS
9. NEW BUSINESS
10. ADJOURNMENT
Without objection the meeting was adjourned at 10:05 AM.
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2700-SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDW Government LLC</td>
<td>Vendor #: 10667</td>
<td>Dept Contact: Jodie Randell</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
To furnish and deliver computer hardware, peripherals, software and licensing.
Decrease remaining encumbrance and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $439,900.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $439,900.00 |
| D | Amount of this Change Order | ☒ Decrease |
| E | New contract amount (C + D) | $30,299.46 |
| F | Percent of current contract value this Change Order represents (D / C) | 30.98% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -30.98% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

JVR 6911 Oct 31, 2018 11/14/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer: ________________ Date: 11-2-18
Procurement Officer: ________________ Date: 11-26-18

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

CONSENT AGENDA

CONSENT AGENDA

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2593 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 2</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: H.W. Lochner, Inc.</td>
<td>Vendor #: 12406</td>
<td>Dept Contact: Sarah Lobdell</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Professional Construction Engineering Services for the 2017 Pavement Maintenance (South) Program, Section 17-PVMTC-08-GM</td>
<td>Decrease/Close</td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$358,724.99</td>
</tr>
<tr>
<td>B Net change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$358,724.99</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($63,086.83)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$295,638.16</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-17.59%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-17.59%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**Prepared By (Initials):** 6900 Phone Ext Nov 16, 2018 Date

**Recommended for Approval (Initials):** Phone Ext Nov 16, 2018 Date

**REVIEWED BY (Initials Only):**

**Buyer:**

**Procurement Officer:**

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

**Chairman’s Office** (Decision Memos Over $25,000)
Requisition under 25k dollars

2019-1
Requisition under 25k dollars

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

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

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Jan Janowicz: Completed 11/16/2018 11:49 AM
- Christopher Snyder: Completed 11/16/2018 11:57 AM
- Kathy Ostrowski: Completed 11/19/2018 10:44 AM
- James McGuire: Completed 11/26/2018 9:05 AM
- Paul Rafac: Completed 11/26/2018 5:44 PM
- Kathy Ostrowski: Completed 11/27/2018 4:25 PM
- Transportation Committee: Pending 12/04/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division

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

Vendor: Atlas Bobcat, LLC
Vendor #: 10309

Contract Term: 1/1/2019 - 12/31/2019
Contract Total: $10,000.00

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

Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background:
To furnish and deliver Bobcat repair and replacement parts for a contract total not to exceed $10,000.00.

Reason for Procurement:
Repair and replacement parts for the County owned and operated fleet of Bobcat equipment and implements

FUNDING SOURCE
PROCUREMENT BUDGETED FOR (FY AND BUDGET CODE(S)):
1500 3520 52250

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

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ___________________________ Intergovernmental Agreement
☐ 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
Nov 8, 2018
Date
Recommended for Approval: 11/14/18
Date
IT Approval, if required: 11/16/18
Date

REVIEWED BY (Initials Only)

Buyer: 11-21-18
Date
Procurement Officer: 11-26-18
Date

Chief Financial Officer:
(Decision Memos Over $25,000)
11-26-18
Date

Chairman's Office:
(Decision Memos Over $25,000)
Date
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Atlas Bobcat, LLC</th>
<th>Vendor #: 10309</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Todd Swartz</td>
<td>Email: <a href="mailto:tswartz@atlasbobcat.com">tswartz@atlasbobcat.com</a></td>
</tr>
<tr>
<td>Address: 5050 North River Road</td>
<td></td>
</tr>
<tr>
<td>City: Schiller Park</td>
<td>State: IL Zip: 60176</td>
</tr>
<tr>
<td>Phone: 847-529-1191</td>
<td>Fax: 847-678-3587</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Fleet Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Curcio</td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6982</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Fleet Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 27282 Network Place</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL Zip: 60673-1272</td>
</tr>
<tr>
<td>Phone: 847-529-1191</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
<th>Division: Fleet Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joe Bechtold</td>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6931</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td></td>
<td>Jan 1, 2019</td>
<td>Dec 31, 2019</td>
</tr>
</tbody>
</table>

**F.O.B.**

<table>
<thead>
<tr>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

**PO 20 Delivery Date**

<table>
<thead>
<tr>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

**PO25 only**

**Use for**

**Item Detail (Product #)**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Bobcat Repair and Replacement Parts</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000</td>
</tr>
</tbody>
</table>

**Requisition Total** $10,000

---

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

- This contract purchase order is to furnish and deliver Bobcat repair and replacement parts for the period January 1, 2019 through December 31, 2019
- Sole Authorized Distributor

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

- Email completed approved PO to Todd Swartz

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

- FY2019 1500 3520 52250 $9,000.00
- FY2020 1500 3520 52250 $1,000.00
### JUSTIFICATION FOR SOLE SOURCE

**REQUISITION #**: 18-1500-122  
**DEPARTMENT**: Division of Transportation  
**MANUFACTURER**: Bobcat  
**PRODUCT #**: Various

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

Bobcat Repair and Replacement Parts

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

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

#### REQUESTED SOURCE

<table>
<thead>
<tr>
<th>ATLAS BOBCAT</th>
<th>CONTACT</th>
<th>847-529-1191</th>
</tr>
</thead>
</table>

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

OEM (Original Equipment Manufacturer) Bobcat Repair and Replacement Parts

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

Yes

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

See attached letter dated November 7, 2018, from the Atlas Bobcat Corporate Service Manager, state that the six (6) Atlas Bobcat locations are the authorized locations to supply and service Cook, Will, DuPage, Kane and Grundy County.
To Whom it may concern

Atlas Bobcat, LLC is the sole source Bobcat vendor authorized to serve Cook, Will, DuPage, Kane and Grundy County. Atlas Bobcat, LLC is responsible for Sales, Parts, Service and Rental. We have 6 locations throughout the area: headquarters - Elk Grove Village, Mokena, Wauconda, West Chicago, Yorkville and Merrillville in Indiana. Because of the technical nature of the equipment, it is advised that our local customers deal directly with our local Atlas Bobcat locations. Our factory trained staff are equipped to accommodate the needs of our customers in a timely and cost-efficient manner.

Thank you
Steve Herbert
Corporate Service Manager
847-678-3633
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 and update such disclosure with any changes that may occur.

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

<table>
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<tr>
<th>Lobbyists, Agents and Representatives</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will be having contact with county officers or employees in relation to the contract or bid</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, with five (5) days prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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

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

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

**Signature on File**

Printed Name: Steve Herbert

Title: Corp Service Manager

Date: Nov 7, 2018

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

2019-2
Requisition under 25k dollars

2019-2

**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Jan Janowicz: Completed 11/16/2018 12:09 PM
- Christopher Snyder: Completed 11/16/2018 12:34 PM
- Kathy Ostrowski: Completed 11/19/2018 12:00 PM
- James McGuire: Completed 11/20/2018 1:53 PM
- Paul Rafac: Completed 11/21/2018 7:51 AM
- Kathy Ostrowski: Completed 11/29/2018 12:36 PM
- Transportation Committee: Pending 12/04/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Standard Equipment Company</th>
<th>Vendor #: 10849</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $5,081.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and install two (2) tilt sweeper upgrades for a contract total not to exceed $5,081.20

**Reason for Procurement**

The tilt sweeper upgrade allows the driver to manipulate the driver's side sweeping broom to clean debris in uneven surfaces. These will be installed on sweepers E-79 and E-96.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1500 3510 53380
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Nov 13, 2018</td>
<td></td>
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<td></td>
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</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>Chief Financial Officer</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

Packet Pg. 20
**Send Purchase Order To:**
- **Vendor:** Standard Equipment Company  
  **Vendor #:** 10849
- **Attn:** Steve Southard  
  **Email:** ssouthard@standardequipment.com
- **Address:** 2033 West Walnut
- **City:** Chicago  
  **State:** IL  
  **Zip:** 60612
- **Phone:** 312-829-1919  
  **Fax:** 312-829-1237

**Send Invoices To:**
- **Vendor:** Standard Equipment Company  
  **Vendor #:** 10849
- **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:** Standard Equipment Company  
  **Vendor #:** 10849
- **Attn:** Joe Bechtold  
  **Email:** joseph.bechtold@dupageco.org
- **Address:** Department CH19025
- **City:** Chicago  
  **State:** IL  
  **Zip:** 60612
- **Phone:** 312-829-1919  
  **Fax:**

**Ship To:**
- **Vendor:** Standard Equipment Company  
  **Vendor #:** 10849
- **Attn:** Joe Bechtold  
  **Email:** joseph.bechtold@dupageco.org
- **Address:** 180 N. County Farm Road
- **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6931  
  **Fax:** 630-407-6962

**Payment Terms:**
- **F.O.B.:** Destination
- **PO 20 Delivery Date:** Jan 31, 2019
- **Requisitioner:** Darcie Garza, CPPB

**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>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>TILT SWEEPER UPGRADE -E96 STOCK#9378</td>
<td>2012 EL CROSSWD J MS#-3537-D</td>
<td>1500</td>
<td>3510</td>
<td>53380</td>
<td></td>
<td></td>
<td>2,387.61</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>TILT SWEEPER UPGRADE - E-79 STOCK#2817 ELGIN CROSSWIND J MS#-40767</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53380</td>
<td></td>
<td></td>
<td>2,693.59</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $5,081.20

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

- **THIS CONTRACT PURCHASE ORDER IS TO FURNISH, DELIVER AND INSTALL, TWO (2) TILT SWEEPER UPGRADES FOR A CONTRACT TOTAL NOT TO EXCEED $5,081.20**

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

- **EMAIL COMPLETED APPROVED PO TO STEVE SOUTHARD AT SSOUTHARD@STANDARDEQUIPMENT.COM**

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

- **FY2019  1500 3510 53380  $5,081.20**

Transportation 12-6-18
Service Estimate - Not an Invoice

This installation will require a programming change in order to function properly. It is recommended that this installation be performed at Standard Equipment.

Stock #: 9378 2012 EL CROSSWD J MS #: J-3537-D
Make: EL Model: CROSSWD J
Is to have the following work done by 01/31/2019 (Estimated)

Side Broom Tilt Option
Additional Description:
We will furnish and install the L/S Broom Tilt option on your Crosswind J-3537-D.

<table>
<thead>
<tr>
<th>Part#</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0087729</td>
<td>SIDE BROOM TILT</td>
<td>1</td>
<td>1420.21</td>
<td>1420.21</td>
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</table>

Miscellaneous Charges:

<table>
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<tr>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLY/TOOL/EPA</td>
<td>44.40</td>
<td>44.40</td>
</tr>
<tr>
<td>MISC SRV PARTS</td>
<td>35.00</td>
<td>35.00</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parts:</td>
<td>1420.21</td>
<td></td>
</tr>
<tr>
<td>Labor:</td>
<td>888.00</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous:</td>
<td>79.40</td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td>2387.61</td>
<td></td>
</tr>
</tbody>
</table>

Authorization: __________________________

Date: 11/08/2018
Time: 8:20:21 (O)
Page: 1

Branch: 01 - Chicago

Invoice: DUPage County Highway Dept
180 N. County Farm Road
DO NOT CHARGE FREIGHT
Wheaton, IL 60187-2553
Ship To: SAME AS BELOW

Invoice To: DUPAGE COUNTY HIGHWAY DEPT
180 N. COUNTY FARM ROAD
DO NOT CHARGE FREIGHT
WHEATON, IL 60187-2553

SERVICE ESTIMATE - NOT AN INVOICE

THIS INSTALLATION WILL REQUIRE A PROGRAMMING CHANGE IN ORDER TO FUNCTION PROPERLY. THE SPEEDOMETER WILL HAVE TO BE REMOVED AND SENT TO THE FACTORY FOR PROGRAMMING. FOR THIS REASON WE STRONGLY RECOMMEND THIS INSTALLATION BE PERFORMED AT STANDARD EQUIPMENT.

Stock #: 2817 ELGIN CROSSWIND J MS #: J-40767
Make: EL Model: CROSSWD J
Is to have the following work done by 01/31/2019 (Estimated)

SIDE BROOM TILT OPTION
ADDITIONAL DESCRIPTION:
WE WILL FURNISH AND INSTALL THE L/S BROOM TILT OPTION ON YOUR CROSSWIND J-40767.

<table>
<thead>
<tr>
<th>Part#</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0121341</td>
<td>L/H SB TILT</td>
<td>1</td>
<td>1578.19</td>
<td>1578.19</td>
</tr>
</tbody>
</table>

MISCELLANEOUS CHARGES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLY/TOOL/EPA</td>
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<td>44.40</td>
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<td>35.00</td>
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</table>

<table>
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<tr>
<th>Parts</th>
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<tr>
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</tr>
<tr>
<td>Labor</td>
<td>1036.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>79.40</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2693.59</td>
</tr>
</tbody>
</table>

Authorization: ____________________________

# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>19-1500-124</th>
<th>DEPARTMENT</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Elgin Sweeper</td>
<td>PRODUCT #</td>
<td>Tilt Sweeper Upgrade</td>
</tr>
</tbody>
</table>

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

Two (2) Tilt Sweeper Upgrades (E-79 and E-96)
The tilt sweeper upgrade allows the driver to manipulate the drivers side sweeping broom to clean debris in uneven surfaces.

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

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

**REQUESTED SOURCE** | Standard Equipment Company | **CONTACT** | Steve Southard |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td>312-829-1919</td>
<td>WEBSITE</td>
<td></td>
</tr>
</tbody>
</table>

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

The tilt sweeper upgrade (parts and installation) are Original Equipment Manufacturer parts and service for the County owned and maintained Elgin Sweeper. Per the attached letter, Standard Equipment Company, is the sole authorized distributor for the northern half of the State of Illinois. Repairing or replacing equipment with parts other than OEM, could

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

Yes

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

Per the attached letter, dated November 6, 2018, the Manufacturer's National Parts Sales Manager has confirmed that Standard Equipment Company is the sole authorized distributor. Other products, other than OEM were not examined as using non-OEM parts could potentially affect the warranty.

Signature on File / 11/29/18 Signature on File / 11/29/18
DEPARTMENT APPROVAL / DATE PURCHASING REVIEW / DATE

Required Vendor Ethics Disclosure Statement

Title: Date: Nov 6, 2018
Authorized: Printed: http://www.dupageco.org/CountyBoard/Policies/

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

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

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

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

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- 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: Preston Tillstrom
Title: Director of Fixed Operations
Date: Nov 6, 2018

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

2019-4
Requisition under 25k dollars

2019-4

PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 20, 2018</td>
<td>$12,368.00</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>12-4-18 THROUGH 11-30-19</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Jan Janowicz: Completed 11/20/2018 11:45 AM
- Christopher Snyder: Completed 11/20/2018 1:45 PM
- Kathy Ostrowski: Completed 11/20/2018 3:06 PM
- Wendi Wagner: Completed 11/20/2018 3:09 PM
- Donald Carlsen: Completed 11/21/2018 8:37 AM
- Paul Rafac: Completed 11/27/2018 6:19 PM
- Kathy Ostrowski: Completed 11/28/2018 12:41 PM
- Transportation Committee: Pending 12/04/2018 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>Vendor: Bentley Systems, Inc.</td>
<td>Vendor #: 12237</td>
</tr>
<tr>
<td>Dept: Division of Transportation</td>
<td>Division:</td>
</tr>
<tr>
<td>Attn: Kate Norley</td>
<td>Email: <a href="mailto:Kate.Norley@Bentley.com">Kate.Norley@Bentley.com</a></td>
</tr>
<tr>
<td>Address: 685 Stockton Drive</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Exton</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: PA</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 19341</td>
<td>Zip:</td>
</tr>
<tr>
<td>Phone: 800-513-5103</td>
<td>Phone: 610-458-2779</td>
</tr>
<tr>
<td>Fax: 610-458-2779</td>
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<table>
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</thead>
<tbody>
<tr>
<td>Vendor: Same as Above</td>
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<td>Attn:</td>
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<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
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</table>

**Payment Terms**  
F.O.B.  
PO 20 Delivery Date  
Requisitioner

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Sarah Lobdell</td>
<td>Dec 4, 2018</td>
<td>Nov 30, 2019</td>
</tr>
<tr>
<td>PO25 only</td>
<td></td>
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<tr>
<td>PO25 only</td>
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<td></td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>Annual License Subscription</td>
<td>Services</td>
<td>1500</td>
<td>3500</td>
<td>53807</td>
<td></td>
<td></td>
<td>12,368.00</td>
<td></td>
</tr>
</tbody>
</table>

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

Annual License Subscription for the Division of Transportation

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

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

Transportation - 12/4/18
Technology - 12/11/18 (Informational Only)
## Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Bentley Systems, Inc.</th>
<th>Vendor #: 12237</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: John Loper</td>
</tr>
<tr>
<td>Contract Term: 12/04/18-11/30/19</td>
<td>Phone: 6900</td>
</tr>
<tr>
<td>Contract Total: $12,368.00</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Annual Licence Subscription and Training Services for the Division of Transportation

**Reason for Procurement:**
See attached Decision Memo

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500-3500-53807
- [ ] Funds identified in budget line(s): 

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE #, BID # or RFP # ____________________________ (attach applicable Tabulation)
- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

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

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

<table>
<thead>
<tr>
<th>SL</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nov 16, 2018</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**BUYER:**

- **Date:** 11-27-18
- **Procurement Officer:**

**CHIEF FINANCIAL OFFICER:**

- **Date:** 11-27-18
- **Chairman's Office:**

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
**Decision Memo**

**Procurement Services Division**

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

**Date:** Nov 16, 2018

**MinuteTraq (IQM2) ID#:** 13998

**Department Requisition #:**

---

**Requesting Department:** Division of Transportation

**Department Contact:** John Loper

**Contact Email:** jloper@dupageco.org

**Contact Phone:** 6900

**Vendor Name:** Bentley Systems, Inc.

---

**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 requesting approval for the procurement of professional roadway engineering design software for in-house design and review.

---

**Summary Explanation/Background**

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

The DOT procured Bentley Microstation and GEOPAK software for its engineers in 2013. The software is used principally for roadway, utility and drainage design by as many as 9 engineering staff at the DOT. The DOT must contract with Bentley for the annual maintenance/support of the application software. This procurement represents the renewal of the County’s license to utilize the Bentley Open Roads Design software product.

---

**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.

Software is used to design highways, intersection improvements, traffic signal systems and various other roadway related improvements as part of the County’s commitment to state of good repair, motorist and pedestrian safety, and environmental stewardship.

---

**Source Selection/Vetting Information**

Describe method used to select source.

This is a proprietary software licensed and sold through the software manufacturer (Bentley Systems). Prior to selection, staff reviewed a variety of applications and selected Bentley Systems due to their current relationship with other agencies – principally Illinois Department of Transportation and the Illinois Tollway. This annual maintenance/support contract is being forwarded after consultation with the Transportation Committee in accordance with the County Procurement Ordinance.

---

**Recommendations/Alternatives**

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

To not approve this contract causes the County to relinquish its licenses and lose functionality.

The County Division of Transportation recommends approval of this contract. It is critical to the continuation of the program and is essential to on-going in house project design functions and performance of the DOT.

---

**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 FY2019 fiscal impact for this contract is anticipated to be $12,368.00. The Division of Transportation has sufficient funds in our FY19 budget to pay this amount.

---
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Division of Transportation</td>
<td>Bentley Systems Inc</td>
<td>BENTLEY GEOPAK Subscription</td>
</tr>
</tbody>
</table>

## DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Bentley Open Roads Designer software is a product that includes proprietary licensing, code, applications, etc. This software is one of a few select softwares in use by Civil Engineers throughout the region specifically used by and for Transportation agencies. Bentley is the software designer and the vendor. This software provides roadway and earthworks design tools for highway projects. Bentley requires annual maintenance and support on a modular and system size basis.

## THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

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

## REQUESTED SOURCE

<table>
<thead>
<tr>
<th>Bentley Systems Inc</th>
<th>CONTACT</th>
<th>PHONE</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Craig Hanson</td>
<td>1-847-340-1660</td>
<td><a href="http://www.bentley.com">http://www.bentley.com</a></td>
</tr>
</tbody>
</table>

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

Roadway engineering design software. Code and programming is proprietary. The Illinois Department of Transportation uses Bentley templates for design.

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

The DOT has followed the procedures required and has consulted with the Transportation Committee in accordance with the County Procurement Ordinance regarding ongoing Software as a Service (SaaS) contracts.

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

Features not available elsewhere as the software, programming and services are supplied directly to the clients by Bentley Systems, Inc.

**Signature on File**

DEPARTMENT APPROVAL: [ ]

DATE: [ ]

PURCHASING REVIEW: [ ]

DATE: [ ]
By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- CONNECT services which are now included for every SELECT subscriber
- Flexible Licensing Options, including annual portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades

Discover more at connect.bentley.com

In addition, significant new services have been added for SELECT and Enterprise License Subscription (ELS) subscribers. New CONNECT services include:

- ProjectWise Connection Services: Teams securely create, share, and deliver data and documents and review project status and performance.
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECT Advisor.
- Personal Mobility Services: Individuals work any time from any place through Bentley's apps.

This Renewal summary is in accordance with the terms and conditions of your SELECT Agreement.

Please do not hesitate to contact your Bentley representative Katherine Norley or file a Service request here if you have any inquiries or require any assistance.

Sincerely,
Katherine Norley
Tel: +1 (610) 458-5000
Fax:
E-mail: KATE.NORLEY@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see http://www.bis.doc.gov
**Renewal Quote**

SELECT Agreement: 10420184  
RQ Number: 41117151  
Customer ID: 4087347  
Expiration Date: 02 November 2018

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<th>Unit Pricing</th>
<th>Discount</th>
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<td>2,210.00</td>
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<td>2,210.00</td>
</tr>
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</table>

**Site Total:** 12,368.00  
Annual Amount Due: 12,368.00  
Currency: USD

Bill-to: DuPage County Division of Trans.  
Attn: John Loper  
421 N. County Farm Rd  
WHEATON IL 60187-3978  
USA

Tel No: +1 (6304076900)  
Fax No: +1 (6304076901)
Dear User,

Please find attached your annual SELECT Subscription Renewal Advice Summary.

We are pleased to announce the release of OpenRoads Designer CONNECT Edition.

OpenRoads Designer CONNECT Edition is the successor to Bentley’s industry leading civil engineering brands: InRoads (including InRoads, InRoads Suite, Power InRoads and PowerCivil for Country), GEOPAK (including Power GEOPAK and GEOPAK Civil Engineering Suite) and MX (including MXROAD and MXROAD Suite). OpenRoads Designer CONNECT Edition is a comprehensive, multidiscipline 3D modeling application that advances the delivery of roadway projects from conceptual design through construction. It blends traditional engineering workflows for plan, profile, and crosssections with 3D parametric modeling to enable the model-centric creation of all design deliverables. Each license of any individual application listed above will be migrated to OpenRoads Designer CONNECT Edition and will be replaced by an OpenRoads Designer SELECT Subscription on your SELECT Renewal. To assist you, included in the following link is the OpenRoads Designer CONNECT Edition Fact Sheet which will give you an initial perspective of what this means to you: the product capabilities, implementation requirements, and support structure.

As a SELECT subscriber, you are entitled to utilize the benefit of the Portfolio Balancing program at the time of your renewal to incorporate other Bentley design products if you feel that your current license portfolio, including the new OpenRoads Designer CONNECT Edition, is not optimized for your business needs.

Please take the time to review these documents.

I look forward to discussing this and your full Bentley portfolio as part of your annual SELECT Subscription review.
Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 01 December 2018. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

Subscription Period: 01 December 2018 - 30 November 2019
Billing Frequency: Annual
Payment Terms: Net 30 Days

Please bill against PO #________

Purchase Order is not required. We will accept Bentley’s invoice on the basis of this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

**Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.**
**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:** Bentley Systems, Incorporated  
**Contact Phone:** 610-458-3139  
**Company Contact:** Renewal Rep Katherine Norley  
**Contact Email:** Kate.Norley@Bentley.com

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all Individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kate Norley</td>
<td>610-458-3139</td>
<td><a href="mailto:Kate.Norley@Bentley.com">Kate.Norley@Bentley.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

**Authorized Signature**  
**Printed Name** | James Kaiser  
**Title** | VP, Financial Operations  
**Date** | Nov 28, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1** of **1** (total number of pages)
AWARDING RESOLUTION
ISSUED TO SHOREWOOD HOME AND AUTO, INC.
TO FURNISH AND DELIVER TWO (2)
JOHN DEERE Z997R DIESEL MOWERS WITH A
60” MULCH ON DEMAND DECK
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $33,223.56)

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

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to Shorewood Home and Auto, Inc., to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60” Mulch on Demand Deck for the Division of Transportation, be, and is hereby approved for issuance of a contract purchase order to Shorewood Home and Auto, Inc., 1002 West Jefferson St., Shorewood, Illinois 60404, for a contract total not to exceed $33,223.56.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$33,223.56</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/16/2018 12:23 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>11/16/2018 12:36 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/19/2018 3:16 PM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/20/2018 9:01 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/21/2018 7:52 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>11/21/2018 9:03 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
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<td>12/04/2018 10:00 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
## Procurement Services Division

**Send Purchase Order To:**

| Vendor: Shorewood Home and Auto, Inc. | Dept: Division of Transportation |
| Vendor #: 10692 | Division: Highway Maintenance |
| Attn: Kale Martin | Attn: Kathy Curcio |
| Email: kale@shorewoodhomeandauto.com | Email: kathy.black@dupageco.org |
| Address: 1002 West Jefferson St. | Address: 421 N. County Farm Road |
| City: Shorewood | City: Wheaton |
| State: IL | State: IL |
| Zip: 60404 | Zip: 60187 |
| Phone: 815-741-2941 | Phone: 630-407-6931 |

**Send Payments To:**

| Vendor: Shorewood Home and Auto, Inc. | Dept: Division of Transportation |
| Vendor #: 10692 | Division: Highway Maintenance |
| Attn: | Attn: Joe Bechtold |
| Email: | Email: |
| Address: 1002 West Jefferson St. | Address: 421 N. County Farm Road |
| City: Shorewood | City: Wheaton |
| State: IL | State: IL |
| Zip: 60404 | Zip: 60187 |
| Phone: 815-741-2941 | Phone: 630-407-6931 |

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

Send completed approved PO to Kale Martin

**User Department Internal Notes:**

Carryover

**Header Comments:**

This contract purchase order is to furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60" Mulch on Demand Deck per low bid #18-209-DOT for a contract total, not to exceed $33,223.56

**Requisition Total:** $33,223.56

<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>Acct Unit</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>EA</td>
<td>JOHN DEERE Z997R DIESEL MOWERS WITH 60&quot; MULCH ON DEMAND DECK</td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td>16,611.78</td>
<td>33,223.56</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Transportation 12=6=18**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

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

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

To furnish and deliver two (2) John Deere Z997R Diesel Mowers each with a 60" Mulch on Demand Deck, for a contract total, not to exceed $33,223.56.

**Reason for Procurement**

Replaces E-405 and E-406 which have met the County criteria for equipment replacement.

---

**FUNDING SOURCE**

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

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-209-DOT (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 (301LCS525)
- 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 S10/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>DG, CPPB</td>
<td>Nov 14, 2018</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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<tr>
<td></td>
<td>11-9-18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
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<table>
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<tr>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tr>
<td></td>
<td>11-28-18</td>
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## Bid Tabulation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Shorewood Home &amp; Auto</th>
<th>Buck Bros., Inc.</th>
<th>AHW</th>
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<tbody>
<tr>
<td>TOTAL BID PRICE:</td>
<td>$33,223.56</td>
<td>$36,856.02</td>
<td>$37,648.00</td>
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</tbody>
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### Notes:

- Invitations Sent: 17
- Potential Bidders Requesting Bid Documents: 6
- Total Bid Responses Received: 3
- Bid Opening Attended: DT, JEM
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

Authorized Signature: 

SIGNATURE ON FILE

Printed Name: 

Title: 

Date: 

Packet Pg. 42
AWARDING RESOLUTION
ISSUED TO PATTEN INDUSTRIES, INC.
DBA ALTORFER INDUSTRIES, INC.,
TO FURNISH AND DELIVER ONE (1) CATERPILLAR
MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $269,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National NIPA), the County of DuPage will contract with Patten Industries, Inc., d/b/a Altorfer Industries, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Patten Industries, Inc., d/b/a Altorfer Industries, Inc., to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with Options for the Division of Transportation is hereby approved for issuance to Patten Industries, Inc., d/b/a Altorfer Industries, Inc., 635 W. Lake St., Elmhurst, Illinois 60126, for a contract total not to exceed $269,000.00.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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<tbody>
<tr>
<td></td>
<td>$269,000</td>
<td></td>
<td></td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Per Cooperative Agreement

- Jan Janowicz  
  Completed  11/16/2018 2:12 PM
- Christopher Snyder  
  Completed  11/16/2018 2:22 PM
- Kathy Ostrowski  
  Completed  11/20/2018 7:59 AM
- James McGuire  
  Completed  11/26/2018 8:58 AM
- Paul Rafac  
  Completed  11/26/2018 5:46 PM
- Tom Cuculich  
  Completed  11/27/2018 7:50 AM
- Kathy Ostrowski  
  Completed  11/28/2018 2:53 PM
- Transportation Committee  
  Pending  12/04/2018 10:00 AM
- Finance Committee  
  Pending  12/11/2018 8:00 AM
- County Board  
  Pending  12/11/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| **Vendor:** Patten Industries d/b/a Altorfer Industries, Inc.  
**Vendor #:** 10149-P1  
**Address:** 635 W. Lake St.  
**City:** Elmhurst  
**State:** IL  
**Zip:** 60126  
**Phone:** 630-936-0626  
**Fax:** 630-279-0121 |  
**Vendor:** Dept. Division of Transportation  
**Vendor #:** Division: Highway Maintenance  
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6892  
**Fax:** |
| **Attn:** Pete Swanson  
**Email:** pete.swanson@altorfer.com |  
**Attn:** Kathy Curcio  
**Email:** kathy.black@dupageco.org |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
</table>
| **Vendor:** Patten Industries, Inc.  
**Vendor #:** 10149-P1  
**Address:** 76 remittance Drive Dept. 3173  
**City:** Chicago  
**State:** IL  
**Zip:** 60675  
**Phone:** 630-936-0626  
**Fax:** 630-279-0121 |  
**Vendor:** Dept. Division of Transportation  
**Vendor #:** Division: Highway Maintenance  
**Address:** 180 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6931  
**Fax:** |
| **Attn:**  
**Email:** |  
**Attn:** Joe Bechtold  
**Email:** Joseph.bechtold@dupageco.org |

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td><strong>PER 50 ILCS 505/1</strong></td>
<td><strong>Destination</strong></td>
<td><strong>Jan 15, 2019</strong></td>
<td><strong>Darcie Garza, CPPB</strong></td>
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<tr>
<td>Use for Contract Administrator</td>
<td>Contract Start Date</td>
<td>Contract End Date</td>
<td>Use for PO25 only</td>
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<tr>
<th>LN</th>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CATERPILLAR MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>54130</td>
<td></td>
<td></td>
<td>296,000.00</td>
<td>296,000.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>TRADE IN E-99 2003 CATERPILLAR 962GII SERIAL #AAAY0022</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>54130</td>
<td></td>
<td></td>
<td>-27,000.00</td>
<td>-27,000.00</td>
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</table>

**Requisition Total:** $269,000.00

**Header Comments:**  
These comments will appear on the PO20 and PO25 Purchase Order:  
THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER ONE CATERPILLAR MODEL 962M MEDIUM WHEEL LOADER WITH OPTIONS, AS LISTED PER NATIONAL IPA COOPERATIVE CONTRACT PRICING RFP 161534  
PLEASE CONTACT JOE BECHTOLD, REACHABLE AT 630-407-6931

**Special Instructions/Comments to Buyer or Approver:**  
These comments will NOT appear on the Purchase Order:  
SEND COMPLETED APPROVED PO TO PETE SWANSON

**User Department Internal Notes:**  
These comments will NOT appear on the Purchase Order:  
FY2019 1500 3510 54130 $269,000.00

Transportation 12-4-18
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patten Industries, Inc., dba Altorfer Industries, Inc.</td>
<td>10149-P1</td>
<td>One Time Delivery</td>
<td>$269,000.00</td>
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</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>Joe Bechtold</td>
<td>630-407-6931</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver one (1) Altorfer Caterpillar model 962M Medium Wheel Loader with options as listed, for a contract total not to exceed $269,000.00.

**Reason for Procurement**

A loader is a heavy equipment machine used to move aside or load materials such as asphalt, demolition debris, dirt, snow, rock, sand, woodchips, etc. Loaders play a vital role in loading salt trucks and stock piling our salt deliveries. This loader is a replacement for E-99, which has met the County criteria for equipment replacement.

**FUNDING SOURCE**

☑ Procurement budgeted for (FY and budget code(s)): 1500 3510 54130

☐ Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

☐ LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL Enter Bid # ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☐ Per Coop (DPC4-107) select one below

National IPA/TCPM #

RFP #161534

☐ 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>
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<th>IT Approval, if required</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Nov 7, 2018</td>
<td></td>
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**REVIEWED BY (Initials Only)**

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

Date: Nov 7, 2018
Department Requisition #: 18-1500-121

Requesting Department: Division of Transportation
Department Contact: Darcie Garza, CPPB
Contact Email: darcie.garza2@dupageco.org
Contact Phone: 630-407-6906
Vendor Name: Patten Industries, Inc. dba Altorfer Industries, Inc.
Vendor #: 10149-P1

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Requesting approval of a contract to furnish and deliver one (1) Caterpillar Model 962M Medium Wheel Loader with options, for a contract total, not to exceed $269,000.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
A loader is a heavy equipment machine used to move aside or load materials such as asphalt, demolition debris, dirt, snow, rock, sand, wood chips, etc. Loaders play a vital role in loading salt trucks and stockpiling our salt deliveries. This loader is a replacement for E-99, which has met the County criteria for equipment replacement.

Strategic Impact
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
A loader is a crucial piece of machinery needed to accomplish many of the tasks listed above. E-99, our current loader has exceeded its useful life and it is no longer cost effective to continue to repair/maintain.

Source Selection/Vetting Information - Describe method used to select source.
Division of Transportation will be utilizing the National IPA competitively bid cooperative contract #RFP161534.
The contract was tested in 2017. DuPage County selected to competitively bid the last replacement loader. When the process was complete, it was determined that the cooperative pricing was identical to the low bid price. Purchasing Caterpillar will allow us to maintain fleet uniformity.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
DuPage County recommends approval for a new contract for the purchase of one (1) Caterpillar model 962M Medium Wheel Loader with options utilizing the National IPA competitively bid cooperative contract #RFP161534.

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.
FY2019 1500 3510 54130 $269,000.00
Quote 116908-01

November 6, 2018

DUPAGE COUNTY FLEET MAINTENANCE
180 N COUNTY FARM RD
WHEATON
Illinois
60187

Attention: JASON WALSH

Dear Jason,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: 962M MEDIUM WHEEL LOADER

STOCK NUMBER: X6401  SERIAL NUMBER: J2S00440  YEAR: 2019

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Signature on File

Pete Swanson
Machine Sales Representative
CATERPILLAR MODEL: 962M MEDIUM WHEEL LOADER

STANDARD EQUIPMENT

POWERTRAIN - Brakes, full hydraulic enclosed wet-disc - with Integrated Braking System (IBS) - Brake wear indicators - Engine, Cat 7.1 w/ US Tier 4 Final / EU Stage IV rating - Cat Clean Emissions Module (CEM) with - Diesel Particulate Filter (DPF) and - remote Diesel Emissions Fluid (DEF) tank and pump - Fan, radiator, electronically - controlled, hydraulically driven, - temperature sensing, on demand - Fuel Management System (FMS) - Fuel priming pump (electric) - Fuel/Water separator - Axles, Manually actuated front axle - differential lock, open differential - rear axle, ecology drain - Precleaner, engine air intake - Parking Brake, disk and caliper - Switch, transmission neutralizer lockout - Torque converter, locking clutch with free wheel - Transmission countershaft, power shift (5F/3R)

ELECTRICAL - Alarm, back-up - Alternator, 145-amp brushed - Batteries (2), maintenance free 1400CCA - Ignition key; start/stop switch - Lighting system: -- Four halogen work lights -- Two halogen road lighting (w/ signals) -- Two halogen rear vision lights (hood mounted) - Main disconnect switch - Receptacle start (cables not included) - Starter, electric, heavy duty - Starting and charging system (24-volt)

OPERATOR ENVIRONMENT - Air conditioner, heater, and - defroster (auto temp and fan) - Beverage holders (2) with storage compartment for cell phone/MP3 player - Bucket/Work tool function lockout - Cab, pressurized and sound suppressed, -(ROPS/FOPS), radio ready (entertainment) - includes antennas, speakers and converter (12-volt) - Camera, rearview - Coat hook (2) - EH Controls, lift and tilt function - EH Parking Brake - Ergonomic cab access ladder and handrails - Horn, electric - Light, two dome (cab) - Mirrors, rearview external with integrated spot mirrors - Post mounted membrane 16 switch keypad - 2 receptacles, 12-Volt - Seat, Caterpillar Comfort (cloth) air suspension - Seat belt, retractable, 51mm (2") Wide - Steering, HMU wheel - Sun visor, front - Wet-Arm wipers/washers front and rear, - Intermittent front wiper - Window, sliding (left and right sides) - Viscous mounts - COMPUTERIZED MONITORING SYSTEM - With following gauges: -- Speedometer/Tachometer - - Digital gear range indicator -- DEF (Diesel exhaust fluid) level -- Temperature: engine coolant, - hydraulic oil, transmission oil -- Fuel level - With following Warning Indicators: -- Regeneration -- Temperature: axle oil, engine intake manifold -- Pressure: engine oil, fuel Pressure - Hi/Low, primary steering oil, - service brake oil - Battery voltage Hi/Low -- Engine air filter restriction -- Hydraulic oil filter restriction -- Hydraulic oil Low -- Parking brake -- DEF low level -- Transmission filter bypass - MULTI-FUNCTION MONITOR: -- 18cm (7 in) color LCD touch-screen and display -- Rear-view camera image display (reverse travel activated) -- Machine health parameters - CAT CONNECT (on-board, utilizing multi-function monitor) - Core App software to monitor and display; -- Total fuel consumption -- Average fuel burn rate -- Engine fuel consumption -- Total idle time -- Total operating hours -- Travel distance (odometer) - Basic App software to monitor and display: -- Total idle fuel -- Total operating hours, neutral -- Total operating hours with hydraulic filter in bypass

### MACHINE SPECIFICATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Reference No</th>
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<tbody>
<tr>
<td>962M WHEEL LOADER</td>
<td>464-2610</td>
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<tr>
<td>LANE 2 ORDER</td>
<td>0P-9002</td>
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<tr>
<td>REGIONAL PACKAGE, AM-N</td>
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<tr>
<td>STANDARD PACKAGE</td>
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<td>AXLES, LOCK/OPEN, ED</td>
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<td>LIGHTS, HALOGEN, PREMIUM</td>
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<td>CATERPILLAR MODEL 962M SERVICE MANUAL</td>
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Description
LIGHTS, REVERSING STROBE
QUICK COUPLER, FUSION
BKT GP ST 114" 4.75 YD3 FUS
CUTTING EDGE, BOLT-ON

Reference No
513-2458
349-5246
354-4856
139-9229

Sell Price $378,287.00
Ext Warranty $2,250.00
Less Gross Trade Allowance ($27,000.00)
FREIGHT & DEALER PREP $1,240.00
IPA GOVERNMENTAL DISCOUNT ($85,777.00)
SALES TAX EXEMPT (0%) $0.00
After Tax Balance $269,000.00

TRADE-INS

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WARRANTY
Standard Warranty: 12 Months/Unlimited Hours Full Machine
Extended Warranty: 36 MO / 3,000 HR POWERTRAIN & HYDRAULIC (GOVERNMENTAL)

F.O.B/TERMS
Delivery is DuPage County Fleet Maintenance Yard

ADDITIONAL CONSIDERATIONS

- Machine is in Altorfer Elmhurst 11-6-18

Accepted by __________________________ on ___________________

______________________________
Signature
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: September 27, 2016
Date Open: November 14, 2016

Solicitation: RFP #161534
Pre-Proposal Date: October 12, 2016
Proposals Received: 4

Awarded to: Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #161534 on September 27, 2016 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

The solicitation included cooperative purchasing language in the National Contract Requirements section:

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA’s cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Arizona Business Gazette
- City of Tucson Procurement Site
- Deseret News
- DJC Oregon
- Honolulu Star Advertiser
- Houston Chronicle
- National IPA Website
- New Jersey Herald
- Richmond Times
- San Bernardino Sun
- Seattle Daily Journal of Commerce
- The Advocate
On November 14, 2016 proposals were received from the following offerors:

- Caterpillar
- John Deere
- Sunbelt Rentals

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 1, 2017.

Contract includes: Heavy equipment, parts, accessories, supplies and related services

Term:
- Initial one year agreement from May 1, 2017 through April 30, 2018, with option to renew for four (4) additional one-year periods through April 30, 2022.

Pricing/Discount:
- Minimum discount off list price.

Serviced and supported by local Cat dealers.

Value Added Services:
- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

National IPA Web Landing Pages: [www.nationalipa.org/Vendors/Pages/Caterpillar.aspx](http://www.nationalipa.org/Vendors/Pages/Caterpillar.aspx)
CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4123 / FAX: (520) 791-4735
Jeffrey Whiting@tucsongov
ISSUE DATE: DECEMBER 5, 2017

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: ONE (1)
PAGE 1 of 1

CITY OF TUCSON

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES
AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be replaced in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CATENNAIR INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature on File

12/11/17
Name and Title (typed or printed legibly)
Account Manager
Company Name: CATERPILLAR

Signature of person authorized to sign
Date

Name: PATTY REINHART
Title: GOVT. ACCOUNT MANAGER
Address: 100 N. ALANS ST. HOFFMAN, IL 60140
Email Address: PATTY@CAT.COM
City: DEERFIELD
State: IL Zip: 60140

Contact Information for Sales/Account Representative
to daily business operations:

Name and Title (typed or printed legibly)

Phone Number: 847-494-4578
Email Address: PATTY@CAT.COM

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS ___ DAY
OF DECEMBER 2017, AT TUCSON, ARIZONA.

Marcheta Gillespie, CPPD, C.P.M., CPPB, G.P.M
as Director of Procurement and not personally

Signature on File

Signature on File

Signature on File
Cooperative Contracts — Effective January 1, 2018

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*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

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### 2018 Caterpillar Coop Contract Discounts v1

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# 2018 Caterpillar Coop Contract Discounts v1

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2018 Caterpillar Coop Contract Discounts v1

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<tr>
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| Worktools     | 15.00% |

| Caterpillar Safety Services | 15.00% |

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume
2018 Caterpillar Model List – Change Summary from 2017 - 2018

Add Models

<table>
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<th>Model</th>
<th>Customer Discount</th>
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<tr>
<td>320GC</td>
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Delete Discontinued Models

CW14
CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)
PM102
TH306
TH406
TH407
312
321
329
740
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.

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

<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>
</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.

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

<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>
</table>

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

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: Thomas J Synowiecki

Title: Controller

Date: 10/26/2018

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

DT-R-0002-19

LICENSE AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE FOREST PRESERVE DISTRICT OF DU PAGE COUNTY
FOR CONSTRUCTION ACCESS WITHIN MAYSLAKE AND FULLERSBURG WOODS
FOREST PRESERVES
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Forest Preserve District of DuPage County (hereinafter referred to as DISTRICT) 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 DISTRICT by virtue of its power set forth in the “Downstate Forest Preserve Act” (70 ILCS 805/1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the DISTRICT owns Mayslake Forest Preserve and Fullersburg Woods Forest Preserve (hereinafter referred to as Mayslake and Fullersburg Woods); and

WHEREAS, in order to allow for the improvement of 31st Street from Meyers Road to York Road, including trail improvements (hereinafter referred to as PROJECT), the COUNTY requests granting of a temporary license within certain portions of Mayslake and Fullersburg Woods; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a license for the PROJECT; and

WHEREAS, a License Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the DISTRICT related to the PROJECT; and

WHEREAS, the License 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 License Agreement with the DISTRICT; and

BE IT FURTHER RESOLVED that two (2) duplicate original copies of this Resolution and License Agreement be sent to the DISTRICT, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

DT-R-0002-19

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
A LICENSE AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND THE COUNTY OF DUPAGE FOR CONSTRUCTION ACCESS WITHIN MAYSLAKE AND FULLERSBURG WOODS FOREST PRESERVES

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all Parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the County of DuPage, a body politic and corporate, (hereinafter referred to as "LICENSEE"). The DISTRICT and LICENSEE are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the DISTRICT owns Mayslake Forest Preserve and Fullersburg Woods Forest Preserve (hereinafter referred to as "Mayslake and Fullersburg Woods"); and

WHEREAS, LICENSEE requests the granting of a temporary license within certain portions of Mayslake and Fullersburg Woods to allow the reconstruction of trail improvements along 31st Street (hereinafter "Trail Improvements"); and

WHEREAS, the DISTRICT, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, is empowered to grant licenses for public services; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant LICENSEE a license for the Trail Improvements within certain portions of Mayslake and Fullersburg Woods, subject to the terms and conditions set forth herein; and

WHEREAS, the Executive Director is authorized to issue licenses pursuant to the authority conferred by the DISTRICT'S Easement and License Ordinance (Ordinance No. 96-096).

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS
1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 LICENSE GRANTED
2.1 The DISTRICT hereby grants LICENSEE a temporary license for the Trail Improvements within certain portions of Mayslake and Fullersburg Woods as depicted on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "License Areas"), on the terms and
conditions as provided for in this Agreement.

2.2 The License granted herein shall expire upon the approval of the restoration of the License Areas by the DISTRICT.

2.3 LICENSEE shall notify the DISTRICT’S designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five (5) business days prior to the first access to the License Areas. LICENSEE shall make any independent contractor accessing the License Areas aware of the terms and conditions of this Agreement.

2.4 LICENSEE shall notify the DISTRICT’S designated project representative within two (2) days after the completion of restoration work within the License Areas.

3.0 FEES
3.1 The DISTRICT and the County of DuPage serve the same constituents and work in partnership for the benefit of the residents of DuPage County. Given the long existence of the 31st Street trail, the trail provides public access to Mayslake and Fullersburg Wood, and that the LICENSEE will construct the Trail Improvements as a continued effort to maintain the 31st Street trail in a quality manner, the license fee is hereby waived.

4.0 PERMITS AND APPROVALS
4.1 LICENSEE shall obtain all necessary permits or other approvals required for the Trail Improvements. LICENSEE shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the License Areas or exercises any rights conferred under this Agreement.

5.0 INSURANCE
5.1 The LICENSEE is self-insured and does not purchase insurance on a case by case basis (LICENSEE to provide a letter confirming self-insurance). Before beginning construction of the Trail Improvements, LICENSEE’s contractor(s), engaged to perform any work on the License Areas, shall obtain insurance as outlined in IDOT’s Standard Specifications for Road and Bridge Construction Adopted April 1, 2016, Section 107.27 Insurance (attached hereto as Exhibit B). The DISTRICT shall be named as an additional insured in the Special Provisions section for the Trail Improvements. LICENSEE will provide copies of Certificates of Insurance from each of LICENSEE’s contractors to the DISTRICT before any work commences within the License Areas.

6.0 CONSTRUCTION ACTIVITY
6.1 During the term of this Agreement, all work activities shall be confined within the License Areas. No construction personnel shall be permitted outside the designated areas while engaged in work activities.

6.2 The LICENSEE’S work activities shall be conducted so as to keep the entrance to the Mayslake
Forest Preserve open at all times.

6.3 LICENSEE shall install silt fencing on the perimeter of the License Area at the Mayslake Forest Preserve.

6.4 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Trail Improvements. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the License Areas, including, but not limited to, the employees of LICENSEE or of any contractor, subcontractor, agent or consultant.

6.5 LICENSEE shall maintain the License Areas in accordance with applicable safety rules and regulations.

7.0 RESTORATION

7.1 Following completion of the Trail Improvements, all areas affected or disturbed by the work activities shall be restored by fine grading as necessary and seeding with “Elite Tri-Blend Rye” for general turf and sunny areas (Mayslake) and “Tri-Tall Fescue” for slightly shaded and high use areas (Fullersburg Woods). The seed mix shall be of a local genotype from within 50 miles of DuPage County and purchased from a local supplier. All restoration work shall be subject to the DISTRICT’S acceptance.

7.2 If LICENSEE fails to properly restore the License Areas within 30 days of service of the DISTRICT’S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. LICENSEE shall reimburse the DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the DISTRICT’S written demand for payment.

8.0 INDEMNIFICATION

8.1 To the extent permitted by law, LICENSEE shall defend, save, and hold harmless the DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the work activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of LICENSEE. In the event any person or entity obtains a judgment or settlement against the DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of LICENSEE, LICENSEE shall promptly, to the extent allowed by law, indemnify the DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto.
8.2 To the extent permitted by law, DISTRICT shall defend, save, and hold harmless LICENSEE, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the work activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the DISTRICT. In the event any person or entity obtains a judgment or settlement against LICENSEE or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the DISTRICT, the DISTRICT shall promptly, to the extent allowed by law, indemnify LICENSEE or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto.

8.3 LICENSEE shall require each contractor who performs any work on the License Areas, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of LICENSEE under paragraph 8.0. The indemnification language that will be in the contract between LICENSEE and the Contractor is from IDOT's Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016, Sections 107.27 and 107.26 (Exhibit B attached hereto). To the extent there is a conflict between the language in this Agreement and the language in Exhibit B of this Agreement, Exhibit B shall prevail.

8.4 LICENSEE shall promptly pay all costs and expenses relating to the Trail Improvements and shall not allow any liens on DISTRICT property as a result of the work. To the extent permitted by law, LICENSEE shall defend, indemnify and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

9.0 NOTICES

9.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon LICENSEE shall be directed to the Director of Transportation/County Engineer, County of DuPage, Wheaton, Illinois 60187. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

10.0 MISCELLANEOUS TERMS

10.1 The DISTRICT hereby reserves the right to use, or permit to be used, the License Areas in any manner that will not prevent or materially interfere with the exercise by LICENSEE of the rights granted herein.

10.2 This Agreement or any memorandum or other document referring hereto shall not be recorded without the written consent of the DISTRICT.
10.3 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.

10.4 This Agreement shall be construed in accordance with the laws of the State of Illinois.

10.5 This Agreement shall be executed in duplicate and each Party shall retain a fully executed original, both of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

BY: ________________________________
   Ed Stevenson, Executive Director

ATTEST: ________________________________
   Judith Malahy, Secretary

Date signed: ________________________________

COUNTY OF DUPAGE

BY: ________________________________
   Daniel J. Cronin, Chairman DuPage County Board

ATTEST: ________________________________
   Jean Kaczmarek, County Clerk

Date signed: ________________________________
EXHIBIT B

Legal Regulations and Responsibility To Public

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the Department, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees, or agents.

In claims against the Department or any individual indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker’s Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Department for the payment thereof, may be retained by the Department for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor’s Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.27 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best’s Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.
EXHIBIT B

Legal Regulations and Responsibility To Public

(a) Workers Compensation and Employers Liability,

(1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employers Liability.

a. Each Accident $500,000
b. Disease-policy limit $500,000
c. Disease-each employee $500,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit $2,000,000
(2) Products-Completed Operations Aggregate Limit $2,000,000
(3) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Department, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner's protective liability policy in lieu of the Department, its officers, and employees being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage

Liability Limit Each Occurrence $1,000,000

(d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.
Legal Regulations and Responsibility To Public

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Department before the Department will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.
Resolution

DT-R-0003-19

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $23,430.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Village of Willowbrook, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
JEAN KACZMAREK, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF WILLOWBROOK  
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as “Agreement”), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”) and the Village of Willowbrook (hereinafter referred to as the “VILLAGE”), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a “party” or together as the “parties.”

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

<table>
<thead>
<tr>
<th>Co Hw #</th>
<th>Street Name</th>
<th>Street Side</th>
<th>Location Description</th>
<th>Mowing Instructions</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>63rd St</td>
<td>Both Sides</td>
<td>Western Ave to Madison Ave</td>
<td></td>
<td>4.56</td>
</tr>
<tr>
<td>33</td>
<td>75th St</td>
<td>Both Sides</td>
<td>1 lot West of Sheridan to IL 83</td>
<td></td>
<td>8.59</td>
</tr>
<tr>
<td>8</td>
<td>Madison St</td>
<td>Both Sides</td>
<td>63rd St to Joliet Rd</td>
<td></td>
<td>7.21</td>
</tr>
<tr>
<td>31</td>
<td>Plainfield Rd</td>
<td>Both Sides</td>
<td>IL 83 to Garfield Ave</td>
<td></td>
<td>3.07</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Total: 23.43</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:
GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The VILLAGE 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 VILLAGE's negligent or willful acts, errors or omissions or any of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 VILLAGE, under the law."

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
(a) **Worker's Compensation Insurance** in the statutory amounts.

(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.

(c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor’s insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE’s benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.”
(g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and 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 VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE 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 required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The VILLAGE’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as
additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE’s performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.”

(j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. 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.

12. In the event, any provisions 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.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt

Willowbrook-Mowing Agr. - 6 - 10/22/2018
requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:
Tim Halik
Village Administrator
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps
shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15

Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the VILLAGE the lessor of $1,171.50 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.43 acres.
13. The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ___ day of __________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Jean Kaczmarek, County Clerk

VILLAGE OF WILLOWBROOK

Signed this 12th day of November, 2018, at Willowbrook, Illinois.

Frank A. Trilla, Mayor
Village of Willowbrook

ATTEST:
Leroy R. Hansen, Village Clerk
Village of Willowbrook
Resolution

DT-R-0004-19

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ADDISON ROAD DISTRICT
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $24,260.00 ANNUALLY FOR THREE YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Addison Road District for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chairman and the County Clerk execute this agreement on behalf of the DuPage County Board; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution and agreement to the Addison Road District, by and through the Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
JEAN KACZMAREK, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ADDISON ROAD DISTRICT
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Addison Road District (hereinafter referred to as the "DISTRICT"), a road district in Addison Township. The COUNTY and the DISTRICT are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the DISTRICT agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the DISTRICT as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

<table>
<thead>
<tr>
<th>Co Hwy</th>
<th>Street Name</th>
<th>Street Side</th>
<th>Location Description</th>
<th>Mowing Instructions</th>
<th>Total Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Addison Rd</td>
<td>West Side</td>
<td>Michael Ln to I290</td>
<td>String trim under I-290 Bridge</td>
<td>0.54</td>
</tr>
<tr>
<td>22</td>
<td>Addison Rd</td>
<td>Both Sides</td>
<td>I290 to Elizabeth</td>
<td></td>
<td>3.01</td>
</tr>
<tr>
<td>20</td>
<td>Grand Av</td>
<td>Medians</td>
<td>Between Lake St and Church Rd</td>
<td></td>
<td>0.46</td>
</tr>
<tr>
<td>20</td>
<td>Grand Av</td>
<td>North Side</td>
<td>Crown Rd to County Line Rd</td>
<td>Along Golf Course</td>
<td>0.82</td>
</tr>
<tr>
<td>28</td>
<td>Villa Av</td>
<td>Both Sides</td>
<td>Lake St to North Ave</td>
<td></td>
<td>7.21</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>Both Sides</td>
<td>Lake St to Elizabeth</td>
<td></td>
<td>11.99</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>East Side</td>
<td>North and South of Murray</td>
<td></td>
<td>0.23</td>
</tr>
<tr>
<td>28</td>
<td>Wood Dale Rd</td>
<td>SE Corner</td>
<td>At Spring Oaks Dr</td>
<td></td>
<td>0.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Total: 24.26</td>
</tr>
</tbody>
</table>

and;

WHEREAS, the COUNTY and the DISTRICT have determined that it is in the best interest of the citizens of DuPage County and the...
residents of the Addison Township for the DISTRICT to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

**GENERAL CONDITIONS**

1. The DISTRICT shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.

2. The DISTRICT shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. At the sole option of the COUNTY, the DISTRICT shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the DISTRICT of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.

4. The safety of persons and property of the DISTRICT, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the DISTRICT shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The DISTRICT agrees, covenants, and understands that the DISTRICT bears sole liability for any injury or damage caused by the DISTRICT under this Agreement and that the COUNTY shall not accept any liability whatsoever from the DISTRICT except where any injury or damage is caused by the COUNTY.

6. **Indemnification**

   (a) The DISTRICT 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 DISTRICT’s negligent or willful acts, errors or omissions or any of the DISTRICT contractor’s or agent’s negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 DISTRICT’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the DISTRICT shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the DISTRICT would be required to indemnify the COUNTY hereunder subject to the approval of the State’s Attorney to settle all claims. The State’s Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The DISTRICT’s indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 DISTRICT, under the law.”

7. At all times during the period of this Agreement, the DISTRICT and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
(a) **Worker's Compensation Insurance** in the statutory amounts.

(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.

(c) **Commercial (Comprehensive) General Liability**
   Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The DISTRICT shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor’s insurance including endorsements shall be provided by the DISTRICT to the COUNTY immediately upon request. Additionally, the DISTRICT shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The DISTRICT shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor’s insurance coverage at any time. The DISTRICT will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The DISTRICT understands that it is to the DISTRICT’s benefit to diligently enforce this insurance requirement as the DISTRICT shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.”
(g) The insurance required to be purchased and maintained by the DISTRICT and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and 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 DISTRICT is satisfying insurance required through a combination of primary and excess coverage, the DISTRICT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that affect. The DISTRICT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the DISTRICT to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the DISTRICT 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 required insurance coverage, the COUNTY shall notify the DISTRICT that the DISTRICT can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the DISTRICT shall accept and bear all costs that may result from the cancellation of this Agreement due to the DISTRICT’s or if applicable, their contractor’s failure to provide and maintain the required insurance.

(i) The DISTRICT’s and if applicable, their contractor’s insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: “The County of DuPage, its officers, and employees are named as
additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the DISTRICT’s performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.”

(j) If the DISTRICT will be using their own forces for the work covered in this Agreement, the DISTRICT shall inform the COUNTY in writing following execution of this Agreement. If, however, the DISTRICT will be hiring a contractor for the work covered in this Agreement, the DISTRICT shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. 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.

12. In the event, any provisions 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.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt
requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE DISTRICT:
Donald Holod
Highway Commissioner
Addison Township
401 N. Addison Road
Addison, IL 60101

FOR THE COUNTY:
Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the DISTRICT and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the DISTRICT to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The DISTRICT shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year’s mowing cycle shall be no later than the following:

   First Mowing - May 1
   Second Mowing - June 1
   Third Mowing - July 1
   Fourth Mowing - August 1
   Fifth Mowing - September 15

   Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the DISTRICT the lesser of $1,213.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.26 acres.
13. The DISTRICT shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre ($50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the DISTRICT in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.
WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ___ day of __________, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:
Jean Kaczmarek, County Clerk

ADDISON ROAD DISTRICT

Signed this ___ day of November, 2018, at Addison, Illinois.

Donald Holod, Highway Commissioner
Addison Township

ATTEST:
Pamela Joy Moretti, Township Clerk
Addison Township
LETTER OF AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
ROCK SALT LOADING AT WHEATON FACILITY
(140 NORTH COUNTY FARM ROAD)

WHEREAS, the County of DuPage (hereinafter “COUNTY”) and the Illinois Department of Transportation (hereinafter “STATE”), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to allow the STATE to utilize the COUNTY’s facilities to load the STATE’s trucks with rock salt during the 2018-2019 snow and ice season; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Paragraph 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. authorizes the COUNTY and the STATE to cooperate in the performance of their responsibilities by contracts and agreements; and

WHEREAS, a Letter of Agreement dated November 26, 2018 has been prepared and is attached hereto. Said Letter of Agreement outlines the rights, responsibilities, and obligations of the COUNTY and STATE; and

WHEREAS, said Letter of Agreement must be executed prior to the use of COUNTY facilities.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Director of Transportation/County Engineer be hereby directed and authorized to execute the referenced Letter of Agreement with the STATE and future annual renewals; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original of this Resolution and Letter of Agreement to be sent to the STATE through the DuPage County Division of Transportation.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
November 26, 2018

Mr. Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County
Division of Transportation
421 North County Farm Road
Wheaton, IL 60187-2553

Dear Mr. Snyder:

We are requesting permission from the DuPage County Highway Department to load Illinois Department of Transportation (IDOT) trucks with rock salt during the 2018-2019 snow and ice season at your County Farm Road Facility located at 140 North County Farm Road in Wheaton, IL. The loading of IDOT trucks will be done only during periods when conditions are severe enough to make the use of your facility necessary to provide an optimum level of service and insure the public safety. We understand that salt loading will be performed by the DuPage County personnel.

IDOT trucks will be re-supplied with rock salt only upon advance notification to your facility and your facility's concurrence. Notification will only be made by the following IDOT Naperville facility personnel:

    Mike Eurkaitis, Operations Supervisor II
    Ron Lewis, Group Leader
    Paul Parker, Group Leader

Any salt provided to IDOT will be replaced by IDOT in kind and amount at the earliest possible opportunity and your facility will be advised and consulted on timing and amount of such replacement.

IDOT agrees to hold harmless the DuPage County Highway Department and its duly appointed agents and employees for any actions of personal injury or property damage sustained during the salt loading operation.

If you agree with the above described terms and conditions, please sign the extra copy of this letter and return it in the enclosed self-addressed envelope.
Mr. Christopher C. Snyder  
November 26, 2018  
Page 2

If you have any questions or need additional information, please contact Dan Scandiff, Central Area Operations Manager, at (847) 705-4165.

Very truly yours,

Anthony J. Quigley, P.E.  
Region One Engineer

By:  
Jose Rios, P.E.  
Engineer of Operations

cc: J. Stumpner  
D. Scandiff  
M. Eurkaitis  
T. Aiello

For the DuPage County Highway Department

(Signature)

(Title)

(Date)
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0679-16 on November 22, 2016; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0679-16 to JULIE, Inc. for a Membership Agreement; and

WHEREAS, the current contract total amount is $36,503.37; and

WHEREAS, JULIE, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of $25,496.63, resulting in a final County cost of $36,503.37, a decrease of 41.12%.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Resolutions

FI-R-0001-19

ANNUAL FINANCIAL COMMITMENT IN SUPPORT OF
THE CHICAGO METROPOLITAN AGENCY FOR PLANNING
TO CONSOLIDATE PLANNING OF LAND USE AND TRANSPORTATION
FOR THE SEVEN COUNTIES OF NORTHEASTERN ILLINOIS
(COUNTY COST $36,359.00)

WHEREAS, in 2005 the State of Illinois created the Chicago Metropolitan Agency for
Planning (hereinafter referred to as CMAP) to consolidate planning of land use and
transportation for the seven counties of northeastern Illinois; and

WHEREAS, CMAP has been working with all units of local government and its partners
on regional planning initiatives, including transportation and promoting a unifying sense of the
region’s future land use in all its forms, and recognizes and supports local authority for decisions
about land use; and

WHEREAS, when the Legislature approved State funding for CMAP, it identified that
the local region must also have a commitment in the support of CMAP; and

WHEREAS, the CMAP Board of Directors has proposed a $36,359.00 (THIRTY-SIX
THOUSAND, THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) annual
commitment from each of the various governmental agencies that represent the region; and

WHEREAS, the County’s annual contribution to CMAP in the amount of $36,359.00
(THIRTY-SIX THOUSAND, THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) is
budgeted for Fiscal Year 2019 in the Local Gas Tax Fund - C1500, Accounting Unit
3500.

NOW, THEREFORE, BE IT RESOLVED that the County of DuPage supports the
Chicago Metropolitan Agency For Planning with a $36,359.00 (THIRTY-SIX THOUSAND,
THREE HUNDRED FIFTY-NINE AND NO/100 DOLLARS) payment to promote planning of
land use and transportation for the seven counties of northeastern Illinois.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK