Road and Bridge Committee  
Woodford County Highway Department – Roanoke IL  
Monday, April 11, 2022  
AGENDA  
8:00 A.M.

1. Call meeting to order......................................................Richard Hill, Chairman

2. Roll Call.

3. Review meeting minutes of regular meeting on March 7, 2022.

4. Review and consider minutes of past Executive Sessions.

5. Public comment.

6. Consider claims for the April 19, 2022, Board meeting

7. Old Business:

8. New Business:
   (a) Discuss and act on Woodford County and Various Townships Seal Coat bids, Section 22-XX000-15-GM.
   (b) Discuss and act on Woodford County Highway 23 HMA bids, Section 22-00000-01-GM.
   (c) Discuss and act on Various Townships Calcium Chloride bids, Section 22-XX000-01-GM.
   (d) Discuss and act on Greene Township Aggregate Surface bid, Section 22-05000-01-GM.
   (e) Discuss and act on Anti-spall compound quotes.
   (f) Discuss and act on Aggregate Material quotes (FOB Pit).
   (g) Discuss and act on Material Storage Bins.
   (h) Discuss and act on jib crane and hoist purchase for new shop building.
   (i) Discuss and act on Snow Plow Truck Pricing Surcharge.
   (j) Discuss and act on Snow Plow Truck purchase.
   (k) Discuss and act on 495 Santa Fe Trail.

9. Other:
   Township Bridge Fund Audit Summary  
   Township Motor Fuel Tax Fund Audit Summary

10. Executive Session.

11. Action coming out of Executive Session.

12. Motion to Adjourn.
1. **Call meeting to order**  
The meeting was called to order at 8:02 by Chairman Hill

2. **Roll Call.**  
Donald Tolan, Nick Miller, Dave Meinhold, Richard Hill and Danny Steffen were all present.  
Also present was County Engineer Conrad Moore.

3. **Review meeting minutes**  
   (a) Meeting minutes from the February 7, 2022 regular meeting.  
   Motion to approve February 7 regular session minutes made by Tolan, seconded by Miller.  
   *Motion passed.*
   
   (b) Meeting minutes from the February 15, 2022 special meeting.  
   Motion to approve February 15 special meeting minutes made by Meinhold, seconded by Steffen.  
   *Motion passed.*

4. **Review and consider minutes of past Executive Sessions.**  
None

5. **Public comment.**  
None

6. **Consider claims for the March 15, 2022, Board meeting**  
Motion to approve March 15 claims made by Steffen, seconded by Tolan.  
There were two oil pans and gaskets purchased.  It was asked if this was for two different trucks, and it was for the two older Kenworth trucks.  It was stated that it was good we have a contract for diesel fuel.  The bulk DEF is bought as needed.  *Motion passed.*

7. **Old Business:**  
None

8. **New Business:**  
   (a) Discuss and act on cold patch quotations.  
   Motion to approve all quotes for cold patch, and to use the most advantageous made by Tolan, seconded by Meinhold.  *Motion passed.*
   
   (b) Miscellaneous equipment and specialty items for new shop building  
A review of the budget for the new shops shows that there is about $100,000 left after all expenses are paid.  The expenses includes all the different package biddings, Chris Tyra's fee, and $70,000 contingent reserves.  There will be furniture that needs to be purchased, shelving and the jib crane.  We are looking for a stationary jib crane and there is a place in Eureka that makes them.  A lot of the furniture in the current building will be moved over to the new building, but there will still be a need to purchase some new furniture.  Metamora Woodworking used to give heavy duty shelving units away once they were refurbished.  We might want to check with them.
Road and Bridge Committee
Woodford County Highway Department – Roanoke IL
Monday, March 7, 2022
MINUTES
8:00 A.M.

and see if they still do that and have any available. Mr. Moore is to check into pricing for the jib crane. One thing that is not included are the lifts for the trucks.

9. Other:

Personnel Update
Steve Nalefski will be retiring at the end of the month. He is an Engineering Technician III. An ad has been placed to find a replacement.

New Shop Building
Chris Tyra is working on getting all the contracts ready and they hope to start at the end of March. It was asked where we would place the materials that are being stored in the location of where the new shop will be located. The NE area of the property is the likely location where the materials will be stored once the works start.

Snow Plow Truck
Koenig has dump bodies available that would be satisfactory for our needs. They are from last years cancelled truck orders. Those bodies were purchased at prior steel prices, so they price would be a little lower than if we purchased one now. We are looking at getting another truck next year. If we bought the dump body now, would we take possession or would we be able to keep it on their premises until the truck was purchased. If we took possession, we would have to take it back to them to install it. We have one new truck coming in which will replace truck 13. If we get another truck on order we would have all the trucks that are giving us problems replaced. It would be around $70,000 for a new dump body. Since the truck we have purchased already is so far behind in being built, discussion on purchasing another truck now for next year. There is currently $140,000 in the new equipment budget. With next year appropriation, we would have enough in the budget for the new truck. Discussion on buying a dump body now if it can save us money, when we are not buying a truck now. The committee asked Mr. Moore to call and see what they price would be and if we can reserve one. This will be on the agenda for next meeting so action can be taken.

Shooting Range
Jerry Smith has been working on a project to have a shooting range for the Woodford County Sheriff’s Department. Mr. Smith has even arranged for dirt to be installed for the berm. There is a need for a culvert to be replaced. A bridge right by the property will be replaced and the road will be widened. When this is done, the culvert will be taken out, so we are looking for a used culvert to put in.

Road North of Roanoke
There is an issue with the road north of Roanoke. They have looked at the oil and rock ratio, and the weather conditions on the day it was installed. The rock is showing oil on the bottom of the rock, but the oil needs to be on the upper part of the rock in order for it to adhere. Discussion on what we are going to do about it, and why it happened. We have used the current rock/oil ratio before and it has worked fine. It could be that the rock was dirty, or had moisture in them. Also need to check the oil. Long ago the chips and the oil were tested. If the chips were dirty, then you could go back to who sold the chip, if the oil was bad, then you go back to oil refinery, and if it wasn’t
installed right, then you go back to the installer. Other roads that were done the same way are fine, except for an area near Secor. Mr. Moore reached out to the oil company, and was told that no other counties have said they are having issues. It is believed that oil builds roads. Have to find the happy medium of oil/rock ratio. We will do spray patching where we can. Everything was done to spec, so maybe we need to change our specs. There did not seem to be a problem until the snow blade hit it.

10. Executive Session.

11. Action coming out of Executive Session.

12. Motion to Adjourn.
   Motion to adjourn made by Tolan, seconded by Meinhold. *Motion passed.*

Meeting adjourned at 9:00.

Submitted by: Deb Breyman

Richard Hill, Chairman
Road and Bridge Committee
CLAIMS SUMMARY SHEET FOR THE WOODFORD COUNTY HIGHWAY DEPARTMENT

Following are the totals of all claims for each fund of the Woodford County Highway Department approved at the April 11, 2022 Road and Bridge Committee meeting. The individual claims for each fund will be submitted for approval and payment at the April 19, 2022 County Board Meeting. This summary sheet is prepared at the request of the County Clerk.

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<td>Township Bridge Fund</td>
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Submitted and Approved by the Road & Bridge Committee at the meeting held:

April, 2022

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________________________________________________________________________

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The Committee for Woodford County have met and approved the following Claims:

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<th>VENDOR NAME</th>
<th>DESCRIPTION</th>
<th>ACCOUNT</th>
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<td>HAMPTON LENZINI &amp; RENWICK</td>
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<td>WENDLER ENGINEERING, INC.</td>
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CHECK TOTAL: 14,258.32

TOTAL CLAIMS: 14,258.32

Approved by

County Engineer

Submitted for approval.

DATED: Monday, April 4, 2022
CHECK TOTAL: 225.00

TOTAL CLAIMS: 34,839.19

Approved by
County Engineer
Submitted for approval.

DATED: Monday, April 4, 2022
The Committee for Woodford County have met and approved the following Claims.

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TOTAL CLAIMS: 1,434.97

Approved by

County Engineer
Submitted for approval.

DATED: Monday, April 4, 2022
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(a) (Seal Coat Bid Acceptance)

Background:
The Highway Department solicits deliver & install proposals on an annual basis for County and Township seal coat. The lowest bid is accepted by each entity based upon the attached bid tabulation.

Purpose:
The seal coat work on the various Township and County roads will be used for maintenance and pavement preservation.

Applicable Rules:
Woodford County Purchase Ordinance
Motor Fuel Tax Law

Other Information:
For County Seal Coat, the operation will be paid for using County MFT Funds, County Highway Funds, Line Item 001-630-6308-002 and County Matching Funds, Line Item 003-640-6334-002.

For Township Seal Coat, the operation will be paid for using Township MFT (which the County manages), and local Township funds where applicable.

Bids were received from 1 vendor as summarized on the attached bid results.

Recommendation:
The Highway Department recommends approval of the County and Township bids from the letting on April 6, 2022 as summarized on the attached bid tabulation and resolution, authorize the County Engineer to execute the necessary documents, and forward the recommendation to the full County Board for approval.
**Illinois Department of Transportation**

Local Public Agency: Woodford Co., Twps.
County: Woodford
Section: 22-XX000-15-GM
Estimate: 2,567,511.50

Date: 4/6/2022
Time: 10:00 AM

**LOW BID**

Name of Bidder: Steffens 3D Construction
Address of Bidder: 2863 State Route 17
Tolono, IL 61369
309-527-3492
steffens32@yahoo.com

Sum of Low Bids: 2,651,553.75 3.27%

Attended By: See Attached Sign-in Sheet

**SIGNIFIES LOW BID**

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<th>Grp. No.</th>
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Proposal Guarantee:

Approved Engineer's Estimate:

Printed 4/6/2022

BID 12815 (Rev. 07/16/15)
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### Illinois Department of Transportation

**Summary:**
- **Local Public Agency:** Woodford Co., Twps.
- **County:** Woodford
- **Section:** 22-XX000-15-GM
- **Estimate:** 2,567,511.50

#### Low Bid

- **Date:** 4/6/2022
- **Time:** 10:00 AM
- **Name of Bidder:** Steffens 3D Construction
- **Address of Bidder:** 2863 State Route 17
  Tolono, IL 61881
  309-527-3492
- **stefens92@yahoo.com**

**Sum of Low Bids:** 2,651,662.00 3.37%

**Proposal Guarantee:**

**Approved Engineer's Estimate:**

#### SIGNIFIES LOW BID

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Printed 4/6/2022
## LOW BID

Local Public Agency: Woodford Co., Twps.
County: Woodford
Section: 22-XX000-15-GM
Appropriation: 2,567,511.50

Date: 4/6/2022
Time: 10:00 AM

Sum of Low Bids: 2,651,563.75 3.27%

Proposal Guarantee: steffens92@yahoo.com

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<th>Quantity</th>
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<th>Total</th>
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Total Bid: 2,651,564.75
As Calculated: 2,651,563.75
RESOLUTION #2021/22-034

WOODFORD COUNTY HIGHWAY DEPARTMENT
RESOLUTION FOR SECTION 22-XX000-15-GM TO AWARD COUNTY AND VARIOUS TOWNSHIPS MFT MAINTENANCE CONTRACTS

WHEREAS, bids were advertised and received by the Woodford County Engineer. The bids were opened and read at the Highway Department in Roanoke, Illinois on April 6th, 2022, for the County and various township road district seal coat sections, and

WHEREAS, the low bid results are as follows:

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<th>LOCAL AGENCY</th>
<th>SECTION</th>
<th>LOWEST BIDDER</th>
<th>AMOUNT</th>
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WHEREAS, the Road and Bridge Committee of Woodford County Board upon reviewing such bids, recommends to award to the lowest bidder as listed herein, and

WHEREAS, the respective Township Highway Commissioner has concurred with said recommendation.
THEREFORE, BE IT RESOLVED, by the Woodford County Board, State of Illinois, hereby accepts and awards to the lowest bidder as recommended herein and authorizes the County Engineer to execute the necessary documents.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provide by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on April 19, 2022.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this 19th day of April 2022.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board

John Krug – Chairman of Woodford County Board
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(b) (HMA Bid Acceptance)

Background:
The Highway Department solicits deliver & install proposals on an annual basis for County Highway maintenance.

Purpose:
The hot mix asphalt (HMA) maintenance on CH 23 (Metamora-Washington Blacktop) is for pavement preservation.

Applicable Rules:
Woodford County Purchase Ordinance
Motor Fuel Tax Law

Other Information:
For the HMA maintenance, the operation will be paid for using County MFT Funds, DCEO Funds remaining from a 2012 grant, County Highway Funds, Line Item 001-630-6308-002 and County Matching Funds, Line Item 003-640-6337-002.

Bids were received from 2 vendors as summarized on the attached bid results.

Recommendation:
The Highway Department recommends approval of the County bid from the letting on April 7, 2022 as summarized on the attached bid tabulation and resolution, forward the recommendation to the full County Board for approval, and authorize the County Board Chairman to enter into a contract with the low bidder on behalf of Woodford County.
# Tabulation of Bids

## Local Public Agency
Woodford County Highway Department

## County
Woodford

## Section Number
22-0800-01-GM

## Letting Date
04/07/22

## Engineer's Estimate
$1,187,358.40

See Attached sign-in sheet

## Bidder's Name
R.A. Cullinan & Son

## Address
PO Box 166

## City, State, Zip
Tremont, IL 61568

## Bid Bond
Bid Bond

## Proposal Guarantee
Bid Bond

## Terms
NO

## Approved Engineer's Estimate

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Delivery</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
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### Approved Engineer's Estimate

Total: $1,187,358.40

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Printed 04/07/22

Page 1 of 2

BLR 12315 (Rev. 06/11/21)
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**Total Bid:**

- As Read: $872,833.91
- As Calculated: $908,433.55

% Over/Under: (26.49)%

LOW BID
RESOLUTION # 2021/22-035

WOODFORD COUNTY HIGHWAY DEPARTMENT

RESOLUTION FOR AWARD OF
SECTION 22-00000-01-GM
COUNTY HIGHWAY 23 MAINTENANCE

WHEREAS, the Woodford County Highway Department advertised for bids, and the bids were publicly opened and read for said project on April 7, 2022, and

WHEREAS, the low bid received was $872,833.91 from R.A. Cullinan & Son, a Div. of UCM, Inc. of Tremont, Illinois, and

WHEREAS, the County Engineer recommends the award of a contract to the said low bidder as stated herein.

THEREFORE, BE IT RESOLVED, by the Woodford County Board, State of Illinois, that the Chairman be authorized to enter into a contract with R.A. Cullinan & Son, a Div. of UCM, Inc. of Tremont, Illinois for said project in the amount of eight hundred seventy-two thousand eight hundred thirty-three dollars and ninety-one cents ($872,833.91).

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on ___April 19th, 2022___.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this ___19th___ day of ___April, 2022___.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board

John Krug – Chairman of Woodford County Board
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(c) (Township Calcium Chloride Bid Acceptance)

Background:
The Highway Department solicits deliver & install proposals on an annual basis for various Townships calcium chloride operations, which is paid for using the respective Townships' MFT funds. The lowest bid is accepted by each entity based upon the attached bid tabulation.

Applicable Rules:
Motor Fuel Tax Law

Other Information:
For Township Calcium Chloride, it is anticipated that the operation will be paid for using Township MFT (which the County manages), and local Township funds where applicable.

Bids were received from 1 vendor as summarized on the attached bid results.

Recommendation:
The Highway Department recommends approval of the Township bids from the letting on April 6, 2022 as summarized on the attached bid tabulation and resolution, authorize the County Engineer to execute the necessary documents, and forward the recommendation to the full County Board for approval.
### BID TAB FOR
CALCIUM CHLORIDE 22-XX000-01-GM

**WOODFORD COUNTY**
**ROAD DISTRICT** ...Various
**SECTION** ...22-XX000-01-GM (Calcium Chloride)
**LETTING DATE** ...April 6th 2022 @ 10 AM

File saved as ...22-XX000-01-GM Bid Tab

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver and Install - Calcium Chloride</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Calcium Chloride</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Cazenovia Township</td>
<td>7.5</td>
<td>TON</td>
<td>$425.00</td>
<td>$3,187.50</td>
<td>$380.00</td>
<td>$2,850.00</td>
</tr>
<tr>
<td>Metamora Township</td>
<td>7.5</td>
<td>TON</td>
<td>$425.00</td>
<td>$3,187.50</td>
<td>$380.00</td>
<td>$2,850.00</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$6,375.00</td>
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<td>$5,700.00</td>
</tr>
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</table>

-10.59%

**LOW BID**
RESOLUTION # 2021/22-036
WOODFORD COUNTY HIGHWAY DEPARTMENT
RESOLUTION FOR SECTION 22-XX000-01-GM (Calcium Chloride)

WHEREAS, bids for calcium chloride were advertised and received by the Woodford County Engineer. The bids were opened and read at the Highway Department in Roanoke, Illinois, on April 6, 2022, for the calcium chloride to be used by various township road districts in the FY 2021/22 roadway maintenance program to be paid from Township MFT/Local funds, and

WHEREAS, the results are as follows:

WOODFORD COUNTY – Section 22-XX000-01-GM (Calcium Chloride)
Cazenovia Township – 7.5 Ton
Low Bidder: Sicalco, LTD
Unit Price: $380.00 Amount of Total Bid: $2,850.00

Metamora Township – 7.5 Ton
Low Bidder: Sicalco, LTD
Unit Price: $380.00 Amount of Total Bid: $2,850.00

WHEREAS, the Road and Bridge Committee of the Woodford County Board upon reviewing such bids, recommends to award to the low bidder as listed herein, and

WHEREAS, the respective Township Highway Commissioner has concurred with said recommendation.

THEREFORE, BE IT RESOLVED, by the Woodford County Board, State of Illinois, hereby accepts and awards to the lowest bidder as recommended herein and authorizes the County Engineer to execute the necessary documents.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and
der of the records and files thereof, as provide by Statute, do hereby certify the foregoing to be
a true, perfect and complete copy of the resolution adopted by the County Board of Woodford
County, at its monthly meeting held at Eureka, Illinois on April 19, 2022.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at
my office in Eureka, in said County, this 19th day of April 2022.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board
John Krug – Chairman of Woodford County Board
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(d) (Greene Township Aggregate Bid Acceptance)

Background:
The Highway Department solicited deliver & install proposals for Greene Township's aggregate deliver & install operation, which is paid for using the respective Township's MFT funds. The lowest bid is accepted based upon the attached bid tabulation.

Applicable Rules:
Motor Fuel Tax Law

Other Information:
For Township Aggregate, it is anticipated that the operation will be paid for using Township MFT and Rebuild Illinois Bond Funds (which the County manages), and local Township funds where applicable.

Bids were received from 1 vendor as summarized on the attached bid results.

Recommendation:
The Highway Department recommends approval of the Greene Township bid from the letting on April 7, 2021 as summarized on the attached bid tabulation and resolution, authorize the County Engineer to execute the necessary documents, and forward the recommendation to the full County Board for approval.
## Bid Tab for Aggregate Surface Course, Type B (CA-6)

**WOODFORD COUNTY ROAD DISTRICT**

**SECTION:** 22-05000-01-GM (Agg Surf Course)

**LETTING DATE:** April 6th 2022 @ 10 AM

**Bid Tab:**

**Low Bidder:**

### Bidder No. 1

**Engineer's Estimate:**

<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>Deliver and Install - Agg Surf Course</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type B, (CA-6)</td>
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<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Roanoke Township</td>
<td>600</td>
<td>TON</td>
<td>$34.00</td>
<td>$20,400.00</td>
<td>$28.00</td>
<td>$16,800.00</td>
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</table>

**Total:**

- **$20,400.00**
- **$16,800.00**

**Bid Check:** Yes

**Address:**

Steffens 3D Construction
2863 State Route 17
Toluca, IL 61369
309-527-3492 or 261-5278
steffens92@yahoo.com

Y:\GM\2022\22-05000-01-GM (Greene Agg)\22-05000-01-GM Bid Tab
RESOLUTION # 2021/22-037
WOODFORD COUNTY HIGHWAY DEPARTMENT
RESOLUTION FOR SECTION 22-05000-01-GM
(GREENE TOWNSHIP AGGREGATE)

WHEREAS, bids for aggregate material delivery were advertised and received by the Woodford County Engineer. The bids were opened and read at the Highway Department in Roanoke, Illinois, on April 6, 2022, for the aggregate material to be used by Greene Township in the FY 2021/22 roadway maintenance program to be paid from Township MFT/Local funds, and

WHEREAS, the results are as follows:

**GREENE TOWNSHIP – Section 22-05000-01-GM (Aggregates)**
Greene Township – 600 Ton
Low Bidder: Steffens 3D Construction
Unit Price: $28.00 Amount of Total Bid: $16,800.00

WHEREAS, the Road and Bridge Committee of the Woodford County Board upon reviewing such bids, recommends to award to the low bidder as listed herein, and

WHEREAS, the Greene Township Highway Commissioner has concurred with said recommendation.

THEREFORE, BE IT RESOLVED, that the Woodford County Board, State of Illinois, hereby accepts and awards to the lowest bidder as listed herein.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provide by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on __April 19, 2022__.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this __19th__ day of __April 2022__.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board                       John Krug – Chairman of Woodford County Board
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee.
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(e) (Material Quotes-Anti-Spall Compound)

Background:
The Highway Department solicits materials quotes on a biennial basis for the procurement of anti-spall compound material delivered to the Highway Department facility.

Purpose:
The Department applies the compound to concrete bridge decks, which helps preserve existing concrete.

Applicable Rules:
Woodford County Purchase Ordinance

Other Information:
The Highway Department received quotes from 3 vendors as summarized on the attached bid results.

The lowest quote is less than $10,000, and the quoted price includes delivery to the Highway Department Facility.

Recommendation:
The County Engineer recommends the Road and Bridge Committee accept the lowest quote for anti-spall compound from Sherwin Industries in the amount of $4,098.00 and authorize the County Engineer to execute the paperwork.
# 2022 Anti-Spalling Compound Quotes

<table>
<thead>
<tr>
<th>BIDDER NO. 1</th>
<th>BIDDER NO. 2-M</th>
<th>BIDDER NO. 2-C</th>
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<tbody>
<tr>
<td>Sherwin Industries</td>
<td>Mathis-Kelly</td>
<td>Mathis-Kelly</td>
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<tr>
<td>2129 W. Morgan Ave.</td>
<td>1046 W. Jefferson St.</td>
<td>1046 W. Jefferson St.</td>
</tr>
<tr>
<td>Milwaukee, WI 63221</td>
<td>Morton, IL 61550</td>
<td>Morton, IL 61550</td>
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<tr>
<td>Mike West</td>
<td>Kelly Squier</td>
<td>Kelly Squier</td>
</tr>
<tr>
<td>309-509-0061</td>
<td>309-266-9733</td>
<td>309-266-9733</td>
</tr>
<tr>
<td><a href="mailto:mwest@sherwinindustries.com">mwest@sherwinindustries.com</a></td>
<td><a href="mailto:KellyS@mathis-kelley.com">KellyS@mathis-kelley.com</a></td>
<td><a href="mailto:KellyS@mathis-kelley.com">KellyS@mathis-kelley.com</a></td>
</tr>
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</table>

<table>
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<tr>
<th>ITEM</th>
<th>UNIT</th>
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<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
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<th>QTY.</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Anti-Spalling Compound 6 Drums</td>
<td>DRUM</td>
<td>6.0</td>
<td>$683.00</td>
<td>$4,098.00</td>
<td>DRUM</td>
<td>1.038.65</td>
<td>$6,231.90</td>
<td>DRUM</td>
<td>746.50</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>LS</td>
<td>$0.00</td>
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<td>LS</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

**LOW BID**

As Read: $2,049.00  $6,231.90  $4,479.00
Grand Total: $4,098.00  $6,231.90  $4,479.00
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(f) (Material Quotes-FOB Pit)

Background:
The Highway Department solicits materials proposals on an annual basis for the procurement various materials for use by the Department in roadway maintenance. Quotations are received for materials that the Department picks up at the pit (FOB Pit) based upon which is most advantageous to the County.

For FOB Pit, all quotations for all groups may be accepted and it will be determined at the time of need, based upon location of the work within the County at that time, which quoted price is most advantageous economically.

Purpose:
Having materials on hand and from an available approved source is key to the Department’s day-to-day operations. The materials summarized on the quotations will be targeted towards the Department’s spray patch operations.

Applicable Rules:
Woodford County Purchase Ordinance

Other Information:
It is anticipated that materials quoted on the attached will be paid for using a combination of local funds, County Highway Fund Line Item 001-630-6308-002.

The Highway Department received quotes from 2 vendors as summarized on the attached bid results.

Recommendation:
The County Engineer recommends the Road and Bridge Committee accept all quotes as summarized on the attached bid results up to $9,750.00 maximum, and authorize the County Engineer to execute the necessary documents.
# QUOTES FOR
# FOB PIT MATERIALS (LOCAL FUNDS)

**ROAD DISTRICT...Woodford County**
**SECTION...FOB Pit (Local Funds)**
**LETTING DATE...Apr 7, 2022 @ 2:00 PM**

File saved as ...Bid Tab FOB Pit Local Funds

<table>
<thead>
<tr>
<th>GROUP</th>
<th>ITEM</th>
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<th>TOTAL</th>
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<tbody>
<tr>
<td>1</td>
<td>3/8&quot; Agg Special, Crushed Stone CA-16 (White Rock) (FOB PIT)</td>
<td>650</td>
<td>Ton</td>
<td>NO</td>
<td>BID</td>
<td>$9.25</td>
<td>$6,012.50</td>
</tr>
<tr>
<td>2</td>
<td>3/8&quot; Agg Special Double Washed Gravel, CA-16, (Brown Rock) FOB PIT</td>
<td>650</td>
<td>Ton</td>
<td>$15.00</td>
<td>$9,750.00</td>
<td>NO</td>
<td>BID</td>
</tr>
</tbody>
</table>

***ALL QUOTES WILL BE ACCEPTED***

Materials will be purchased in accordance with Section 12-3.06(b)(7) of the BLRS Manual***

**BIDDER NO. 1**
Galena Road Gravel
804 State Route 26
Lacon, IL 61540
Brenda Johnson
309-246-2114

**BIDDER NO. 2**
Riverstone Group
2273 N. IL 178
Oglesby, IL 61348
Askoog@riverstonegroup.com
Andy Skoog
309-781-8928
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee.

From: Conrad Moore, P.E., County Engineer

CC: File

Date: April 7, 2022

Re: April 2022 Agenda Item 8(g) (Material Storage Bins)

Background:
Due to the construction of the new highway department maintenance building, re-organization of several material stockpile areas is necessary.

Purpose:
Organization of stockpile areas to maximize department maintenance performance

Applicable Rules:
Woodford County Purchase Ordinance

Other Information:
The maintenance department will build material storage bins using Department forces. The estimated cost is $5,000 for all materials necessary to complete the project. The bins will be consist of a concrete floor for 2 bays (cold patch + spray patch chips) and one bay with no concrete (CA-6 stockpile). The walls and dividers for the bins will consist of concrete blocks purchased from Roanoke Concrete.

The project will be paid for out of the County Highway Fund line item 001-635-6238-002.

Recommendation:
The County Engineer is requesting authorization up to $5,000 from the Road and Bridge Committee for materials for the construction of the material storage bins.
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee

From: Conrad Moore, P.E., County Engineer

CC: File

Date: April 7, 2022

Re: April 2022 Agenda Item 8(h) (Jib Crane)

Background:
Woodford County Highway Department (‘Department’) is in need of a jib crane and hoist for the new maintenance building.

The Department has requested bids from several suppliers.

Bid results are attached. The Department has selected the low bidder based upon the following:

The low bid is from Hoists Direct for an Abell-Howe jib crane equipped with a Coffing hoist.

There is an Abell Howe manufacturing in Eureka, IL.

Purpose:
The Department strives to maintain its equipment and the new jib crane and hoist will provide the mechanic with a modern crane and hoist with the ability to pick up larger heavier items associated with larger and heavier equipment.

Applicable Rules:
Woodford County Purchase Ordinance.

Financial Summary:
The 2022 County budget contains a line item for yard and equipment replacement, designated as follows:

- County Highway Funds – Line Item 001-635-6340-002

Recommendation:
The County Engineer recommends the Road and Bridge Committee accept the low bid for the purchase of the equipment as summarized on the attached bid tabulation and resolution, and forward the recommendation to the full County Board for approval to purchase said equipment.
WOODBORD COUNTY HIGHWAY DEPARTMENT  
Jib Crane Bids for New Building  
April 7, 2022

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>Hoists Direct LLC</th>
<th>Abell-Howe Direct**</th>
<th>Global Industrial</th>
<th>McMaster Carr</th>
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</thead>
<tbody>
<tr>
<td>Jib Crane Model:</td>
<td>Abell-Howe</td>
<td>Gorbell</td>
<td>Abell-Howe</td>
<td>Contrex</td>
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<tr>
<td>Top Entry Collector</td>
<td>$915.40</td>
<td>$491.00</td>
<td>Abell-Howe</td>
<td>Contrex</td>
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<td>Tagline</td>
<td>$182.16</td>
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<td>$198.00</td>
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<tr>
<td>Jib Crane, 2-Ton cap.</td>
<td>$9,243.24</td>
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<td>2-Ton Hoist</td>
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<td>$10,405.08</td>
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<td>Freight</td>
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<td>$1,000.00</td>
<td>$1,921.99</td>
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<tr>
<td>TOTAL</td>
<td>$18,334.71</td>
<td>$21,181.13</td>
<td>$22,166.08</td>
<td>$19,125.36</td>
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</tbody>
</table>

Lead Time
3-4 weeks | 3-4 weeks | 6 months | 3-4 weeks
Locality
Eureka IL | NY | Eureka, IL | GA

**In discussion w/ Abell-Howe in Eureka, IL, their recommendation was to get bids from Hoists Direct, McMaster-Carr, and Global Industrial, as prices would likely be lower due to larger available quantities.
RESOLUTION #2021/22-038

WOODFORD COUNTY HIGHWAY DEPARTMENT RESOLUTION TO PURCHASE JIB CRANE & HOIST

WHEREAS, the Woodford County Highway Department has the need to purchase one (1) new jib crane and hoist for the new maintenance building, and

WHEREAS, the Woodford County Highway Department has requested bids for this equipment, and

WHEREAS, four companies were contacted for bids, Hoists Direct bid $18,334.71; Global Industrial bid $19,125.36; Abell-Howe bid $22,166.08; and McMaster Carr did not submit a bid; and

WHEREAS, the bids were submitted to the Road and Bridge Committee, the funds for this project are appropriated in the FY2021/22 budget, and

WHEREAS, the Woodford County Highway Department recommends award to Hoists Direct for this purchase.

THEREFORE, BE IT RESOLVED, that the Woodford County Board, State of Illinois, hereby authorizes the County Engineer to purchase this equipment from Hoists Direct, LLC, for the amount of $18,334.71.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provide by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on April 19, 2022.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this 19th day of April, 2022.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board

John Krug – Chairman of Woodford County Board
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(i) (Snow Plow Truck Surcharge)

Background:
At the April 2021 Road & Bridge Committee Meeting, the Committee approved the purchase of a new Kenworth T-470 snow plow truck with wing and pre-wet kit from Central Illinois Trucks (CIT) based on the Department’s membership in Sourcewell. In addition, the Department paid a $3,000 deposit at the time to reserve a build slot at the factory. At the time, the estimated delivery date of the new truck was early 2022.

The total cost of the new truck (including trade and deposit) was $193,570.00

Update:
In late 2021, CIT informed the department that Kenworth factories were unable to fulfill many orders (including the County’s) due to supply chain issues and increased prices related to COVID-19. As a result, CIT cancelled the Department’s order and refunded the County’s deposit to complete the cancellation and presented a revised offer for 2022 build slots. The purchase price was increased by $17,705.14 for a total of $211,275.14 (including trade & deposit), which was approved by the Committee and County Board.

Additional pricing Surcharge:
More recently in March 2022, CIT has informed the Department that there is yet another pricing surcharge in the amount of $3,500.00.

The total cost of the new truck (including trade and deposit) will be $214,775.14 with an estimated delivery date in 2023.

Budget Impact:
The delays and subsequent cancellation result in a revised purchase price of $214,775.14 (a net increase of $21,205.14) for the new snow plow truck. The County FY 2022 budget contains an annual equipment appropriation plus an equipment reserve, the total between the two line items for FY 2022 is approximately $355,000.
# OFFER TO PURCHASE

**Customer:** Woodford County Highway Department  
PO Box 467  
301 S. Main Street  
Roanoke, IL 61551

**Dealer:** CIT Trucks - Morton  
305 W. Northtown Rd.  
Suite A  
Normal, IL 61761

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<th>Stock Number</th>
<th>HK107342</th>
<th>VIN:</th>
<th>260808</th>
<th>Year:</th>
<th>2023</th>
<th>Make:</th>
<th>Kenworth</th>
<th>Model:</th>
<th>T470</th>
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<tbody>
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<td>Price:</td>
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</table>

**ADDITIONAL UNIT CHARGES**

- **Truck Body**
  - Price: $97,182.00

- **Title Fee**
  - Price: $150.00

- **Document Fee**
  - Price: $195.00

- **License Plate Fees**
  - Price: $8.00

- **Warranty - New KW Medium Duty**
  - Price: $3,472.00

- **After Sales Expense - KW HD T400**
  - Price: $3,500.00
  - Unit Price: $244,275.14

---

**TRADE-IN UNIT(s)**

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<tr>
<th>Make:</th>
<th>International</th>
<th>Year:</th>
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</tbody>
</table>

- **Unit Price:** ($29,500.00)

**Subtotal:** $214,775.14

**Difference:** $214,775.14

- $0.00
- $0.00
- $0.00

**Deposit:** ($3,000.00)

**Net:** $211,775.14

**Balance Due:** $211,775.14
Terms and conditions of this offer are set forth at www.citrucks.com/terms which are incorporated herein by this reference. Purchaser agrees to all terms and conditions in this agreement.

__________________________________________  ____________________________
General Manager Printed Name                  Purchaser Printed Name

__________________________________________  ____________________________
General Manager Signature                     Purchaser Signature
Purchase Order Terms and Conditions

These Terms and Conditions are applicable to, and incorporated into, all purchase orders, offers to purchase, or sales contracts (each an "Order" and collectively, "Orders") pertaining to the purchase of new vehicles, used vehicles, parts, and/or services from CIT Trucks, LLC ("CIT"). By purchasing a new vehicle, used vehicle, part or service from CIT under any Order, you agree to these terms.

1. **GENERAL:** Any and all additional, different or conflicting terms or conditions set forth in any order or other communication from Customer are objected to by CIT and shall not be effective or binding unless specifically accepted in a writing signed by a corporate officer of CIT. None of the terms and conditions contained in any Order or in these Terms and Conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by a corporate officer of CIT and by Customer.

2. **DISCLAIMER OF WARRANTIES ON VEHICLES AND PARTS:** All vehicles and parts sold by CIT are sold "AS IS, WHERE IS. CIT MAKES NO WARRANTIES WHATSOEVER IN REGARD TO NEW OR USED VEHICLES AND PARTS SOLD BY CIT TO ANY CUSTOMER. TO THE FULL EXCLUDIEST ENTITMENT PERMITTED BY LAW, CIT DISCLAIMS AND DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY NEW OR USED VEHICLE OR PART SOLD BY CIT TO ANY CUSTOMER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

In the event that the manufacturer of a new vehicle or part provides a manufacturer’s or “factory” warranty that is applicable to Customer by reason of Customer’s purchase of such new vehicle or part, Customer hereby acknowledges that CIT has not in any manner adopted or assumed such manufacturer’s warranty (including, without limitation, by performing warranty work under any manufacturer’s warranty), and Customer acknowledges, represents, and warrants that it shall look solely to the manufacturer to perform or satisfy any obligation under any manufacturer’s warranty. For the avoidance of doubt, Customer acknowledges that no manufacturer’s warranty will pertain to the purchase of any used vehicle sold by CIT pursuant to any Order.

3. **LIMITED WARRANTY ON SERVICE WORK:** CIT shall perform any service work described in an Order ("Service Work") in a reasonable manner, provided, however, CIT makes no warranty or guarantee of any particular result. Customer shall notify CIT of any claim that CIT did not reasonably perform the Service Work within ten (10) days after the performance of the Service Work. Within a reasonable time after notice from Customer, CIT, at its sole option, shall either correct the Service Work which was not reasonably performed, or refund the portion of any purchase price paid by Customer to CIT relative to the portion of the Service Work that was not reasonably performed. These remedies shall be Customer’s exclusive remedies for any breach of the limited warranty set forth herein by CIT. CIT shall not be responsible or liable for correcting or refunding any amount relating to any condition not caused by CIT, failure to reasonably perform the Service Work in a reasonable manner, including, without limitation: (i) any condition reasonably could have been prevented or minimized by Customer; (ii) any condition consisting of normal wear and tear; (iii) any condition caused by acts of God; (iv) any condition caused by any person or entity other than CIT; and (v) any condition caused by abuse or misuse.

TO THE FULL EXCLUDIEST ENTITMENT PERMITTED BY LAW, CIT DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE SERVICE WORK. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

4. **LIMITATIONS OF LIABILITY:** CIT WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF CIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY ANY THIRD PARTY. THE CUSTOMER AGREED BY YOUR USE OF LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND RESULTING FROM LOST USE OF THE VEHICLE OR PART PURCHASED FROM, OR SERVICED BY, CIT SHALL NOT BE CONSIDERED ACTUAL DAMAGES, AND WILL BE SUBJECT TO THIS LIMITATION OF LIABILITY CLAUSE AS CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL CIT’S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM ANY PARTICULAR ORDER EXCEED THE PRICE PAID BY CUSTOMER PURSUANT TO SUCH ORDER. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND APPLY EVEN IF THE ALLEGED BREACH OR DEFAULT RELATES TO A FUNDAMENTAL CONDITION OR TERM. THESE LIMITATIONS APPLY TO THE FULL EXCLUDIEST ENTITMENT PERMITTED BY LAW.

5. **PAYMENTS:** Customer shall pay CIT in accordance with the terms set forth in the Order. Unless otherwise specified in the Order or in an applicable Credit Agreement executed by both Customer and CIT, all amounts payable by Customer to CIT pursuant to an Order shall be paid in full, in cash, at the time of delivery of the relevant vehicle, part, or Service Work. For Service Work, Customer shall be charged in CIT’s current standard rates for same. Customer agrees to deliver to CIT satisfactory evidence of title in the form which CIT reasonably deems necessary. The vehicle warrants a year to the date of performance; for lost use, lost profits, lost savings, or other Commercial or Economic Losses of any kind resulting from lost use of the vehicle or part purchased from, or serviced by, CIT, shall not be considered actual damages, and will be subject to this limitation of liability clause as consequential damages. In no event shall CIT’s total aggregate liability to customer or any other party relating to or resulting from any particular order exceed the price paid by customer pursuant to such order. These limitations apply whether the liability is based on contract, tort, strict liability, or any other theory, and apply even if the alleged breach or default relates to a fundamental condition or term. These limitations apply to the full excludiest entitlement permitted by law.

6. **CHANGES IN PRICING PRIOR TO DELIVERY: CANCELLATION:** All Orders accepted by CIT are final and may not be canceled by the customer under any circumstances, except as otherwise provided by law or agreed to in writing by CIT. CIT bases its prices for new vehicles and parts on the pricing then available from the manufacturer of the vehicle or part. If, at any time prior to delivery of the vehicle or part to the Customer, the manufacturer increases or adjusts the price of the vehicle or part to CIT, including but not limited to by way of any add-on, charge, or fee reflected on the manufacturer’s invoice, CIT reserves the right, in its sole discretion, to adjust the Customer’s price by a corresponding amount, for which the Customer will be responsible for paying at the time of delivery unless the Order is canceled pursuant to this Section 6. In the event the price of any new vehicle or part is increased or adjusted by CIT pursuant to this Section 6 prior to delivery of the vehicle to the Customer, the Customer has the right to cancel the Order and receive a full refund of any monies already paid to CIT. In the event that an Order is canceled pursuant to this Section 6, and the Customer has traded in a vehicle to CIT as part of the Order, the Customer will be entitled to a return of the trade-in value or, if CIT is no longer in possession of the trade-in, then payment of the monetary equivalent of the trade-in as reflected on the Order.

7. **SECURITY:** Notwithstanding and without waiving any other right accruing to CIT, Customer hereby grants CIT a security interest in all vehicles and parts purchased from CIT pursuant to an Order, together with any replacements, additions or accessories thereto or the proceeds from the sale thereof (collectively, the “Collateral”) to secure the amounts due CIT under all of Customer’s unpaid Orders, all expenses and costs described in Section 11 of these Terms and Conditions, and all other liabilities, debts and duties of Customer to CIT now existing or hereafter incurred, including any renewals or extensions thereof and substitutions therefor. CIT hereby appoints Customer or Customer’s attorney-in-fact to execute any and all documents and instruments, to file this Order or other documents as a financing statement and to take all other actions to perfect the security interest granted by Customer herein or to preserve or protect the Collateral. CIT shall also, when requested by CIT, promptly execute and deliver to CIT all other documents and instruments and take all actions to more fully evidence, protect and perfect the interest granted by Customer to CIT as described herein. In addition to all other rights and remedies, CIT may have, upon a default of Customer of any obligations or duties to CIT, CIT, by written notice to Customer, may require Customer to assemble the Collateral and deliver the Collateral to CIT at a place designated by CIT. CIT shall give Customer reasonable notice of the time and place of any public sale of the Collateral or other disposition of the Collateral in order to be made. The requirement of reasonable notice shall be met if such notice is provided at least ten (10) days before the time of the sale or disposition.

8. **INDEMNITY:** Customer shall defend, indemnify, and hold harmless CIT, its agents, representatives, and employees from and against, claims, liabilities, causes of action, costs and expenses, including but not limited to reasonable attorneys’ fees and experts’ fees, arising out of the use, operation, or maintenance of the Vehicle; any circumstances against the Collateral; any violation of any applicable federal, state or local laws, statutes, ordinances or regulations by Customer, any environmental condition with respect to the Collateral; and any negligence or fault of Customer, Customer’s agents, representatives or employees, or any person or entity for whose acts Customer is responsible; all regardless of whether such claims, liabilities, causes of action, costs and expenses were in part caused by the fault or negligence of CIT or CIT’s agents, representatives or employee, except as
prohibited by law. The indemnity obligations of Customer shall survive payment of all Orders by Customer. The indemnity obligations of Customer hereunder shall not be limited by any limitation on amount or type of damages, compensation or benefit payable by Customer or anyone directly or indirectly employed by Customer, or any person or entity for whose acts Customer may be liable, under workers' or workers' compensation acts, disability benefit acts or other employee benefit acts.

9. TAXES: Unless otherwise agreed to in a writing signed by Customer and CIT, Customer shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by all applicable federal, state, and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increase in such taxes taking effect after the date of this Order.

10. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: CIT shall not be liable for failure to deliver any vehicle or part, or delay in performance of any Service Work, where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence or willful malfeasance of CIT. CIT reserves the right to cancel any Order or sale at any time prior to delivery of the vehicle without liability, upon a return of any deposit or trade in to the customer. Further, CIT will not have any liability for any loss caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, including but not limited to produce shortages or allocation limitations or reductions by the manufacturer, acts of government, third party torts or criminal activity, or any other cause beyond the reasonable control of CIT.

11. NOTICES: It shall be a condition precedent to any liability of CIT, whether in contract, tort, or otherwise, arising out of any Order or any other dealings between the parties, that Customer provide written notice to CIT of any claim, controversy, or alleged breach of such Order in the time provided herein, and that Customer provide CIT with notice of claim, controversy, or alleged breach of this Order, no later than twelve (12) months after Customer's discovery or the accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims, or causes of action not specifically pled within the twelve (12) month period after Customer's discovery or the accrual of the same, whichever occurs first.

Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) upon delivery if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the applicable Order, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company to the address indicated on the applicable order.

12. EXPENSES AND COSTS: If Customer fails to collect any vehicle or part ordered from CIT, or fails to remove from CIT's facilities any item on which CIT performed Service Work, or if CIT exercises its right to withhold possession of the foregoing pending payment in full of any Order, then CIT may, at its option and without prior notice, charge Customer a reasonable fee for storage of such item. Such fee should be sufficient to reimburse CIT for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action. In the event Customer invoices any action against CIT and in the further event that CIT prevails in such action, Customer shall pay CIT the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action.

13. MISCELLANEOUS: Customer agrees that upon delivery to Customer of any vehicle or part ordered from CIT, Customer will execute all ancillary and attendant documents reasonably requested by CIT, to effectuate transfer of title and risk of loss of such vehicle or part. Customer acknowledges and agrees that Customer has had an adequate opportunity to review and approve revisions to these Terms and Conditions, and these Terms and Conditions shall not be construed against or in favor of Customer or CIT. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against CIT unless in writing signed by a corporate officer or authorized manager of CIT. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any provision in the Order, including these Terms and Conditions, is determined to be unlawful or unenforceable as a matter of law, such term or condition will be limited only to the extent necessary to make it valid and enforceable, and all other terms and conditions will remain in full force and effect.

The Order, including these Terms and Conditions, is deemed to have been entered into in Illinois, and will be governed by the laws of the state of Illinois, without giving effect to the choice of laws provisions thereof. Any and all litigation under or with respect to the Order or these Terms and Conditions must exclusively be filed in the Illinois State Court located in McLean County, Illinois, or the Federal District Court for the Central District of Illinois located in Peoria County, Illinois. CIT's remedies expressly provided for in these Terms and Conditions will be in addition to any other remedies that CIT may have under applicable law. YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING FROM OR RELATED TO YOUR ORDER. YOU ALSO AGREE THAT ANY CLAIM YOU BRING AGAINST CIT MUST BE ASSERTED ON AN INDIVIDUAL BASIS, AND YOU WAIVE ANY RIGHTS YOU WOULD HAVE TO BRING AN ACTION AGAINST CIT AS PART OF A CLASS OF PLaintIFFS, OR AS THE REPRESENTATIVE OF A CLASS, IN ANY FORUM IN RELATION TO ANY DISPUTE WITH CIT.

Customer may not assign this Order to any third party without prior written consent of CIT. These terms and conditions are for the exclusive benefit of CIT and Customer and no other person will have rights hereunder.

The Order and these Terms and Conditions collectively constitute the entire agreement between CIT and Customer relating to the subject matter of the Order, and there are no agreements, understandings, restrictions, warranties or representations between CIT and Customer other than those set forth herein. Furthermore, CUSTOMER HEREBY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THE ORDER AND IN THESE TERMS AND CONDITIONS, NEITHER CIT NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE RELATING TO THE SUBJECT MATTER OF THE ORDER ON WHICH CUSTOMER HAS RELIED.

THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THE FORGOING TERMS AND CONDITIONS AND AGREE TO THEM:

Customer Name: Woodford County Highway Dept

Customer Signature: [X] 

Deal No.: 13621

Date: [X]
March 3, 2022

To: Kenworth Dealer Principals

Subject: MY 2023 Pricing Surcharge

Kenworth Dealer Partners,

The Transportation Industry continues to be challenged by unprecedented and escalating economic conditions. This prolonged environment has resulted in cost increases that have far exceeded original expectations. These raw material and component cost increases are driven by, but not limited to, microchip processors, steel, aluminum, resins, and rubber. Factors further contributing to the economic instability include the impact of industry wide labor shortages, the expediting of components, and the highest inflation in nearly 40 years.

Recognizing the impact to our dealers and customers, Kenworth and PACCAR have worked to mitigate these increases while continuing to maintain factory production and customer deliveries. However, because of this continued volatility, it is necessary for Kenworth to implement a pricing surcharge on 2023 MY trucks.

Kenworth Model Year 2023 surcharge details:

- $5,000 Heavy Duty pricing surcharge on all MY 2023 orders.
- $3,500 Medium Duty pricing surcharge on all MY 2023 orders.
- Surcharge will be applied to chassis firm scheduled on or after April 1, 2022.
- Surcharge will be rolled into "Total Surcharge/Options Not Subject to Discount" line on invoice.
- Kenworth Dealers are responsible for notifying customers of the surcharge immediately.
- HD and MD trucks may be cancelled at no charge by March 18, 2022.
- Standard cancellation policy rules will apply starting March 19, 2022.

These are difficult times to navigate. Kenworth respects and honors the partnerships that have been built with both dealers and customers. Together we will manage through these challenges.

Please contact your District Sales Manager or Region Sales Manager with questions.

Kevin Baney
Kenworth General Manager &
PACCAR Vice President

Jim Walenczak
Kenworth Assistant General Manager
Sales & Marketing
Memo

To: Chairman Hill and Members of the Woodford County Road & Bridge Committee
From: Conrad Moore, P.E., County Engineer
CC: File
Date: April 7, 2022
Re: April 2022 Agenda Item 8(j) (Snow Plow Truck)

Background:
Woodford County Highway Department (‘Department’) is tasked with maintaining and snowplowing County Roads as part of its duties to maintain the local roads system. Currently, the Department utilizes seven (7) snowplow trucks, one of which is due for replacement.

Based upon guidance from the maintenance crew and upon its membership in Sourcewell, the Department has solicited a bid for the purchase of one (1) new snowplow truck. The bid indicates that this would be a 2024 model year built in 2023. No 2022 build slots are available and at this time, a 2023 build slot is still not guaranteed.

Bid information is attached.
- Total Purchase Price of one (1) new Kenworth T470 Tandem axle snow plow truck with wing, less trade-in value of 1 existing 2011 International 7400 Tandem Axle snow plow truck with wing. Note that $3,000 down payment is required upon approval of order to reserve factory build slot.

Purpose:
The Department strives to maintain county roads and appurtenances in a satisfactory manner, which includes snowplowing of county highways. The new equipment will provide for reliable and more efficient maintenance.

Applicable Rules:
Woodford County Purchase Ordinance.

In January 2019, the Department received approval from the Woodford County Board to use Sourcewell as an option for the purchase of equipment (Resolution 2018/19-013). The Department is allowed to contact any vendor that participates in Sourcewell for particular items, and through Sourcewell, those items have been legally advertised and bid.

Financial Summary:
The 2021 County budget contains two line items for equipment, designated as follows:
- County Highway Funds – Line Item 001-635-6239-002 (annual appropriation)
- County Highway Funds – Line Item 001-635-6342-002 (reserve to be carried over each year)

Other Information:
The expected delivery date of the truck is in FY24, and, as stated above, a slot is not guaranteed at this time. The County Highway Budget contains an annual equipment appropriation in the amount of $175,000 per year with any unused funds being carried over from year to year in a reserves line item to go towards equipment. Based on current available funds and anticipated expenditures, the Department would have the necessary funding to purchase a delivered snow plow truck in 2024 assuming maintaining existing annual allotments.

Between the above two line items, there is currently available $355,000. The anticipated cash flow outlook for equipment is summarized on the next page.
Estimated Cash Flow Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Estimated Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance:</td>
<td>$355,147.00</td>
<td></td>
</tr>
<tr>
<td>Purchase #206 Snow Plow Truck</td>
<td>($211,775.14)</td>
<td>$143,371.86</td>
</tr>
<tr>
<td>FY2023 Annual Appropriation</td>
<td>$175,000.00</td>
<td>$318,371.86</td>
</tr>
<tr>
<td>FY2024 Annual Appropriation</td>
<td>$175,000.00</td>
<td>$493,371.86</td>
</tr>
<tr>
<td>Purchase #207 Snow Plow Truck</td>
<td>($238,626.00)</td>
<td>$254,745.86</td>
</tr>
</tbody>
</table>
WOODFORD COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR
SNOW PLOW TRUCK

ITEMS: One (1) new current year model, tandem axle cab, chassis, and equipment per the following minimum specifications.

Bids will be received until:

BID DUE: April 5, 2022
TIME: 2:00 PM
PLACE: Woodford County Highway Department
301 S. Main St.
Roanoke, IL 61561

AWARD: The award will be made within 45 calendar days of bid opening.

GENERAL INFORMATION:

The bid is being solicited based upon Woodford County Highway Department's Sourcewell Membership. In order to be considered the proposal must be submitted complete with this form and Exhibits A, B, C, and D.

Purchases by Woodford County are not subject to sales tax, federal excise tax, or any other tax. The price bid shall be net F.O.B. Woodford County Highway Department, 301 S. Main St., Roanoke, IL and shall include delivery to and from the body builder and complete inspection after the dump body, hydraulics and accessories are installed.

Only bids submitted on this form will be considered. Woodford County reserves the right to reject any and all bids and to waive technicalities and to select the proposal deemed to be most advantageous to the County.

DELIVERY: Truck chassis and all specified equipment shall be delivered and ready for use within 240 days after receipt of our order, including the following: DOT Inspection good for six (6) months. It is understood that Bids shall be submitted on the basis of NET COST NOT TO EXCEED for the complete truck and operational equipment as described and specified herein delivered to the Woodford County Highway Department. No additional compensation (including but not limited to increased price adjustments or additional fees or surcharges) will be paid to the successful bidder for supplying and delivering the complete truck an operational equipment meeting said specifications regardless of cause. The successful bidder shall not be allowed to cancel the contract for any unforeseen costs, price adjustments, additional fees or surcharges.

☐ Delivery requirements furnished exactly as specified ☒ Delivery requirements not furnished exactly as specified. Provide justification.

Projected Build Slot → 2Q 2023
(Should Build Slot Be Allocated to CIT)

PAYMENT: Within 45 days following delivery and acceptance of vehicle(s).
WARRANTY: To be considered, the bidder must provide the Woodford County Highway Department with a standard industry warranty for the vehicle. All warranties must be accompanied by written and specific literature and must include bumper to bumper coverage with no exclusions during the period of standard warranty or twelve (12) months after the date of acceptance.

During the period of standard warranty or twelve (12) months after the date of acceptance, whichever period is longer, the low bidder must provide any and/or all service and repair at the location of their dealership, or mobilize to facilitate necessary repairs to the truck(s), or arrange to have the truck(s) transported to the source of such service at no expense to Woodford County.

In addition to the standard truck warranty(ies), the bidder shall also include an extended warranty on the truck power train(s) and emissions system(s) for a period of five (5) years or 100,000 miles. The power train shall include the engine, transmission, and rear axle, and all interconnected components, and shall include all mechanical, electrical, and computer components necessary to allow the engine, emissions, transmission, and rear axle to properly function for the vehicle.

All warranties shall be included in the cost of the bid.

☐ All Warranties furnished exactly as specified
☐ Warranties not furnished exactly as specified

Provide Justification

REPAIR PARTS AND SERVICE: Since the continuous operation of the truck(s) is of the utmost importance and oftentimes of an emergency nature, it is necessary that the bidder shall render prompt parts availability and service.

The bidder shall render parts and/or service within 48 hours from the time of order by the Woodford County Highway Department. Availability of normal wear items such as filters, belts, hoses, etc. shall not exceed 24 hours.

The bidder shall attach his proposed program for parts and service availability for evaluation.

The bidder shall give a demonstration on the merits of the truck being offered as directed by the Woodford County Highway Department.

The bidder shall offer a tour of the Dealership’s parts and service facilities if requested by the Woodford County Highway Department.

Review of the bidder’s availability to provide parts and services as stated above will be considered in determining the bid most advantageous to Woodford County.

The trucks quoted shall be the standard model in their class, and shall be serviced, thoroughly checked, and inspected as part of the order.

All quotations must be submitted along with full description brochures on the model and make of both the trucks and dump bodies the bidder proposes to furnish.

The bid price shall be based on the following options:

1. Purchase of one (1) Truck
   The bid price for the Truck will be based on the specifications attached hereto and made a part hereof; said specifications are for the Tandem-axle Truck Chassis, Hydraulic System, Dump Body
and Hoist, Patrol Wing Plow, which are marked "EXHIBIT A", "EXHIBIT B", "EXHIBIT C" and "EXHIBIT D" respectively.

Credit for trade-in of one (1) existing County snow plow truck and patrol wing.
The bidder shall provide a quote for the trade-in of the following County Truck, which is available for inspection at the County Highway Department:

a. County Truck 200, a 2011 International 7400, tandem axle dump truck with approximately 56,500 miles, 4,200 hours, serial number 1HTWHAZT6BJ386042, complete with dump body.

The Road & Bridge Committee reserves the right to accept or reject the trade-in value of the County Truck listed above with the purchase of one new truck. The accepted trade-in value of the County Truck will be deducted from the bid price of the truck the Committee elects to purchase. The bidder's trade-in value for the County Truck shall be listed on the worksheet attached hereto.

Any and all deviations to said specifications, additions thereto, or deletions therefrom must be mentioned and completely described on the bidders company letterhead. While deviations to said specifications, additions thereto, or deletions therefrom will be considered, the sole judge of acceptability will be the Road and Bridge Committee of Woodford County.

Bids that do not meet the minimum specifications and/or the conditions stated herein may be disqualified if in the opinion of Road and Bridge Committee of Woodford County it is in the best interest of Woodford County to do so.

In order to be considered the proposal must be submitted complete with this form and all exhibits mentioned herein and any and all documents and/or brochures called for in these specifications.

Any questions should be directed to the Woodford County Highway Department at 309-923-2891.
**TRUCK SPECIFICATIONS Continued**

**BID WORKSHEET**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Year, Make &amp; Model</th>
<th>Qty</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tandem Axle Truck w/ all specified equipment.</td>
<td>2024 Kenworth T480</td>
<td>1</td>
<td>$263,626.00</td>
</tr>
<tr>
<td>2.</td>
<td>Trade-in Value Truck 200</td>
<td>2011 International 4400, tandem axle</td>
<td>1</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

**TOTAL PRICE (AFTER TRADE-IN):** $238,626.00

We agree to make delivery within **450** days after we have been notified that our bid has been accepted.

*Projected Based On Actual Build Date Being Alotted*

The undersigned hereby certifies that he/she has read, understands, and agrees that acceptance of the bidder's offer by Woodford County within 60 days of the date of bid opening specified herein, will create a binding contract. The successful bidder shall not be allowed to cancel the contract for any unforeseen costs, price adjustments, additional fees or surcharges. Further, the undersigned agrees to fully comply with all terms and conditions as set forth by Woodford County, together with the specifications and other documentary forms herewith made a part of this specific procurement.

It is hereby understood and agreed that the Road and Bridge Committee of the Woodford County Board reserves the right to reject any and/or all proposals; to select options at their discretion; to waive technicalities; and to select the bid most advantageous to the County.

**BIDDER:** CIT Trucks, LLC

**ADDRESS:** 1945 N. Morton Ave

**Morton, IL 61550**

**EMAIL:** rduncheen@cittrucks.com

**SIGNED:**

**TITLE:** Sales Representative

**DATED:** April 4th, 2022
RESOLUTION #2021/22-039

WOODFORD COUNTY HIGHWAY DEPARTMENT
RESOLUTION TO PURCHASE SNOW PLOW TRUCK

WHEREAS, the Woodford County Highway Department has the need to purchase one (1) new snow plow truck to be used for Department operations, and

WHEREAS, the Woodford County Highway Department acting through the Road and Bridge Committee and as a member of Sourcewell solicited a bid from CIT Trucks, LLC, of Morton, IL., which is a Sourcewell vendor through its Kenworth Truck program, and

WHEREAS, items purchased through Sourcewell meet the bidding requirements, and

WHEREAS, the Woodford County Highway Department was authorized to participate in Sourcewell through the passage of Resolution Number 2018/19-013, and

WHEREAS, the bid was submitted by CIT Trucks, LLC, in the amount of one hundred ninety-three thousand five hundred seventy dollars ($238,626.00), which includes the trade in of the County’s existing Truck 200.

THEREFORE, BE IT RESOLVED, that the Woodford County Board, State of Illinois, hereby accepts and awards to the bidder listed herein and that the County Engineer is authorized to execute purchase documents.

BE IT FURTHER RESOLVED, that the Woodford County Board, State of Illinois, hereby authorizes three thousand dollars ($3,000.00) to be paid to said bidder as a down payment, which is required to reserve a build spot and said down payment will be applied toward the purchase price of the truck.

I, Dawn Kupfer, County Clerk in and for said County of Woodford, in the State of Illinois, and keeper of the records and files thereof, as provide by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the County Board of Woodford County, at its monthly meeting held at Eureka, Illinois on April 19, 2022.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said County at my office in Eureka, in said County, this 19th day of April, 2022.

(SEAL)

ATTEST:

Dawn Kupfer – Clerk of the Woodford County Board

John Krug – Chairman of Woodford County Board