



Emergency Purchase Number: EA12-06

Office/Division: Division of Highways

Address: 400 West Wabash
Effingham, IL 62401

Chief Procurement Officer: Bill Grunloh

Vendor: Merz Heating and Air Conditioning

Address: 509 South Willow, P.O. Box 1305
Effingham, IL 62401-1305

Estimated Cost: \$18,250.00

Final Cost: _____

This expenditure is justified as:

- An emergency involving public health.
- An emergency involving public safety.
- Necessary to protect State property from further loss or damage.
- Necessary to prevent or minimize serious disruption in State services.
- Necessary to insure integrity of State records.
- Quick purchase as provided by Section 20-30 (d) of the Illinois Procurement Code.

The conditions and circumstances requiring this emergency expenditure are:

Failure of the HVAC systems at the Green Creek Rest Areas located in Effingham County along FAI 57, near Effingham, Illinois. Holes were discovered in the units heat exchangers making them unsafe due to leaking carbon monoxide. Lowest proposal bid (see attached). Quotations were solicited from Merz Heating and Air Conditioning, KCH Mechanical Inc., and Jansen's Heating & Air, all located in Effingham, Illinois. Industrial Services in Mattoon was also contacted and declined to submit proposal due to their current workload.

EMERGENCY PURCHASE AFFIDAVIT

Reference # EA12-06

Chief Procurement Officer (CPO) making a procurement under Illinois Procurement Code (30 ILCS 500/20-30) shall file affidavit with Procurement Policy Board and Auditor General within 10 days.

Agency: Illinois Department of Transportation Division: Highways

Address: 400 West Wabash

City: Effingham State: Illinois Zip: 62401

Vendor: Merz Heating and Air Conditioning

Address: 509 South Willow, P.O. Box 1305

City: Effingham State: Illinois Zip: 62401-1305

State of Illinois) : SS

County of Effingham)

I, Roger Driskell, being duly sworn, solemnly swear and affirm that I am Deputy Director of Highways, Region 4 Engineer

I have authorized the emergency procurement in accordance with standards as established by law and rule in fulfillment of the emergency purchase affidavit provisions of Illinois Procurement Code [30 ILCS 500/20-30] as follows.

- Checkboxes for emergency purchase reasons: Involving threat to public health or public safety, Immediate expenditure is necessary for repairs to State property to protect against further loss of or damage, To prevent or minimize serious disruption in critical State services that affect health, safety, or collection of substantial State revenues, To insure integrity of State records, Quick purchase as provided by Section 20-30 (d) of the Illinois Procurement Code

The conditions and circumstances requiring this emergency purchase, including reason for selection of the particular contractor are:

Failure of the HVAC systems at the Green Creek Rest Areas located in Effingham County along FAI 57, near Effingham, Illinois. Holes were discovered in the units heat exchangers making them unsafe due to leaking carbon monoxide. Lowest proposal bid (see attached). Quotations were solicited from Merz Heating and Air Conditioning, KCH Mechanical Inc., and Jansen's Heating & Air, all located in Effingham, Illinois. Industrial Services in Mattoon was also contacted and declined to submit proposal due to their current workload.

(Continue on next page if necessary)

Expected Start Date: October 26, 2011 Expected End Date: December 31, 2011

Extension of previous emergency purchase: Yes or No

Term of emergency procurement shall not exceed 90 days. Contract may be extended beyond 90 days if CPO determines additional time is necessary; however, prior to execution of extension, CPO must hold a public hearing and provide written description.

Contract Amount: \$ Actual or \$18,250.00 *Estimated.

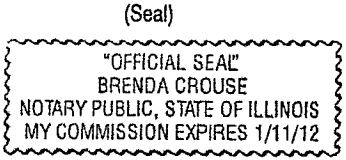
*When only an estimate of cost is available, the actual cost shall be reported immediately after it is determined.

I am duly authorized to make this affidavit. I know and understand the contents of this affidavit and all statements herein are true and correct. This affidavit is made pursuant to and in fulfillment of the requirements of Illinois Procurement Code [30 ILCS 500/20-30].

Signature of Affiant: Roger Driskell

Subscribed and sworn before me this 26th day of October 20 11

Signature of Notary Public: Brenda Crouse



X X X

My Commission expires: 1/11/12
Approved: Callen Caton 10/28/11
Chief Procurement Officer/State Purchasing Officer Date

Section 20-30. Emergency purchase

(a) Conditions for use. In accordance with standards set by rule, a purchasing agency may make emergency procurements without competitive sealed bidding or prior notice when there exists a threat to public health or public safety, or when immediate expenditure is necessary for repairs to State property in order to protect against further loss of or damage to State property, to prevent or minimize serious disruption in critical State services that affect health, safety, or collection of substantial State revenues, or to ensure the integrity of State records; provided, however, that the term of the term of the emergency purchase shall be limited to the time reasonably needed for a competitive procurement, not to exceed 90 days. A contract may be extended beyond 90 days if the chief procurement officer determines additional time is necessary and that the contract scope and duration are limited to the emergency. Prior to the execution of the extension, the chief procurement officer must hold a public hearing and provide written justification for all emergency contracts. Members of the public may present testimony. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written description of the basis for the emergency and reasons for the selection of the particular contractor shall be included in the contract file.

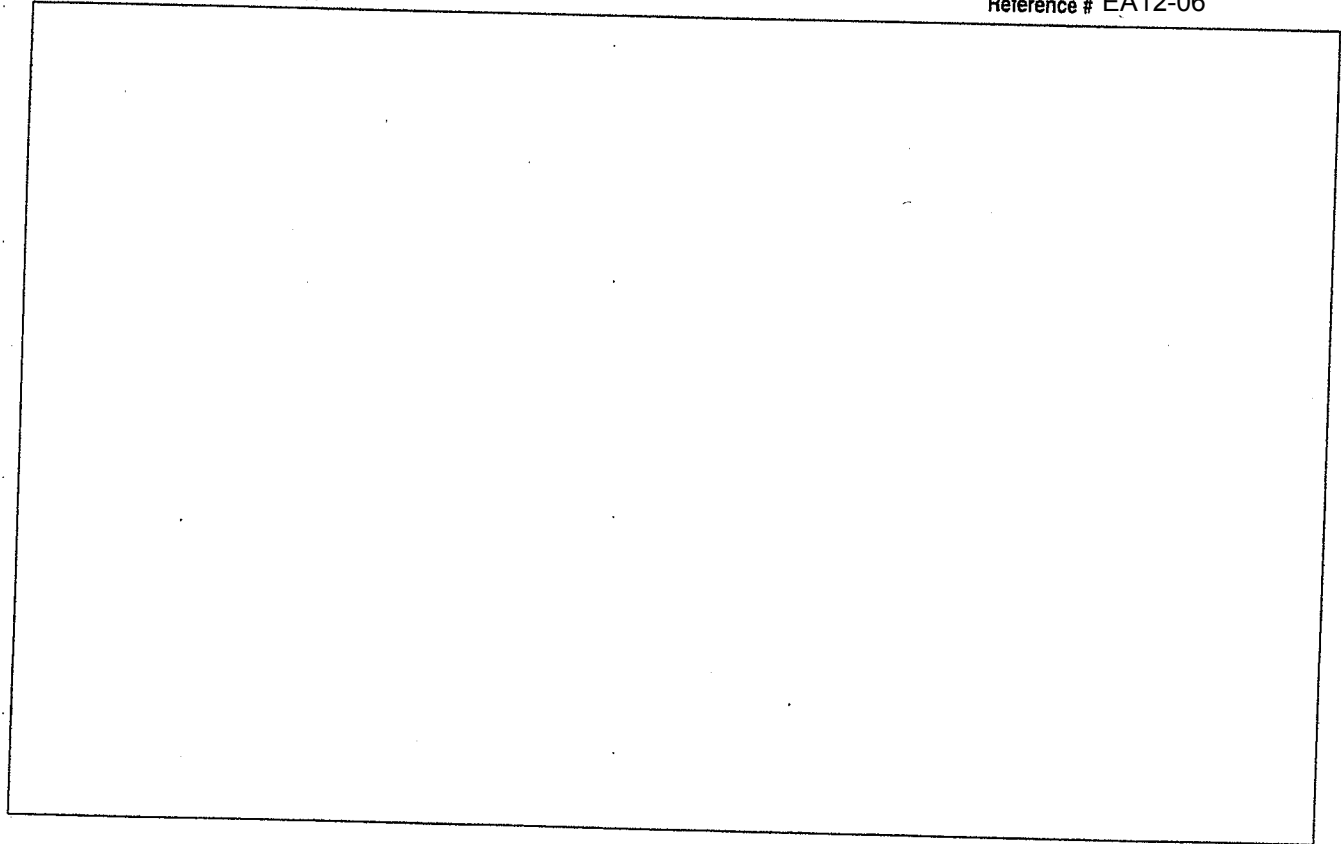
(b) Notice. Notice of all emergency procurements shall be provided to the Procurement Policy Board and published in the online electronic Bulletin no later than 3 business days after the contract is awarded. Notice of intent to extend an emergency contract shall be provided to the Procurement Policy Board and published in the online electronic Bulletin at least 14 days before the public hearing. Notice shall include at least a description of the need for the emergency purchase, the contractor, and if applicable, the date, time and location of the public hearing. A copy of this notice and all documents provided at the hearing shall be included in the subsequent Procurement Bulletin. Before the next appropriate volume of the Illinois Procurement Bulletin, the purchasing agency shall publish in the Illinois Procurement Bulletin a copy of each written description and reasons and the total cost of each emergency procurement made during the previous month. When only an estimate of the total cost is known at the time of publication, the estimate shall be identified as an estimate and published. When the actual total cost is determined, it shall also be published in like manner before the 10th day of the next succeeding month.

(c) Affidavits. A chief procurement officer making a procurement under this Section shall file affidavits with the Procurement Policy Board and the Auditor General within 10 days after the procurement setting forth the amount expended, the name of the contractor involved, and the conditions and circumstances requiring the emergency procurement. When only an estimate of the cost is available within 10 days after the procurement, the actual cost shall be reported immediately after it is determined. At the end of each fiscal quarter, the Auditor General shall file with the Legislative Audit Commission and the Governor a complete listing of all emergency procurements reported during that fiscal quarter. The Legislative Audit Commission shall review the emergency procurements so reported and, in its annual reports, advise the General Assembly of procurements that appear to constitute an abuse of this Section.

(d) Quick purchases. The chief procurement officer may promulgate rules extending the circumstances by which a purchasing agency may make purchases under this Section, including but not limited to the procurement of items available at a discount for a limited period of time. (Source: P.A. 90-572, eff. date - See Sec. 99-5.)

(For continuation if necessary)

Reference # EA12-06





11984 E US HWY 40, Effingham, IL 62401
Phone 217-347-5223 Fax 217-342-3004
1 mile West on Rt. 40

October 24, 2011

Illinois Dept. of Transportation
400 W Wabash
Effingham, IL. 62401
342-8265 / 821-7974 cell
Attn: Tom Strohl, 342-7004 fax

Green Creek Rest area: North & South Bound

We propose to install 2 roof top units for the sum of \$23,998.00

To include:

- 2- Rheem RKKLB90CL22E roof top units with manual fresh air damper 81% AFUE – Seer 13 / EER 11.2
220,000 Btu heat, 7 ½ ton cooling 208/230 3 phase
 - 1) unit for North Bound rest area / 1) unit for South Bound rest area
- Install new units on existing curb pads
- New insulated sheet metal supply duct from new units to existing duct curb on roof
- New insulated sheet metal return duct from new units to existing duct curb on roof
- New gas line from roof penetration to new units
- Reconnect electric wiring
- Drain line from unit to roof drain
- Crane rental
- Labor installing (prevailing wage rate)

Warranty:

- 10 years on heat exchanger
- 5 years on compressor
- 1 year on new parts
- 1 year on labor changing defective new parts

Agent: Jerry Westendorf

Prices are good for 30 days. If accepted, please sign and return one copy.

TERMS: Due upon completion.

I have the authority to order the work as outlined above. I agree to pay all cost and reasonable attorney's fees if this proposal is placed in the hands of an attorney for collection. A Finance Charge of 2% Per Month, which is an Annual Percentage Rate of 24% charged on accounts over 30 days old. It is agreed and understood by both the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain in the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment.

Agent: Jerry Westendorf

KCH

Mechanical Inc.

P. O. Box 345
Effingham, Il 62401
jake_kch@live.com

Proposal

Date : 10-24-2011
Jake Hemmen 994-2989

To : Illinois Department of Transportation
District 7

QTY	ITEM #	DESCRIPTION
2		YSCO9OE3EMA0000 7.5 TON CV G/E TRANE ROOFTOPS MEDIUM HEAT
		ALL NEW RETURN & SUPPLY DUCT ON ROOF
		ALL DUCT SEALED AND INSULATED ON ROOF
		ALL NEW GAS LINE INSTALLED AND PAINTED ON ROOF
		CRANE RENTAL
		EXISTING ELECTRICAL HOOKED BACK UP TO NEW UNITS
		TRAP INSTALLED IN DRAIN
		ALL LABOR & MATERIAL INCLUDED
		This unit is 80% AFUE on gas side & EER Of 11.2
		We can install a YHK092E3EMA0000 2 Stage Trane Rooftops for an additional \$ 3,392.00
		This unit is 80% AFUE on gas side & EER Of 13.0
		Both units have 5 year warranty on all parts and labor

THANK YOU FOR YOUR BUSINESS

TOTAL: \$ 17,492.00

PROPOSAL PREPARED BY: _____ AND IS GOOD FOR 60 DAYS
THIS IS A QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED ABOVE: TO ACCEPT THIS
QUOTATION, SIGN HERE AND RETURN. _____

TO



509 SOUTH WILLOW
 P.O. BOX 1305
 EFFINGHAM, ILLINOIS 62401-1305

Heating
 and
 Air Conditioning

509 S. Willow St.
 P.O. Box 1305
 Effingham, IL 62401-1305
 Phone 217-342-2323
 Fax 217-347-5302



PROPOSAL SUBMITTED TO:

DESCRIPTION OF JOB:

IDOT

ATTN: TOM STROHL

GREEN CREEK - REST AREA

PHONE: () -
 FAX: ()

PAGE: 1 OF 1

DATE: October 24, 2011

SPECIFICATIONS AND ESTIMATES FOR

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR CONSIDERATION

FURNISH LABOR AND MATERIAL TO:

- REPLACE - (2) - EXISTING ROOFTOP UNITS

- NAT. GAS HEAT - ELECTRIC COOLING - 7.5TON COOLING - 180,000BTUH HEATING STANDARD EFFICIENCY

- RETROFIT DUCTWORK - NEW DUCT ON ROOF

- MANUAL OUTSIDE AIR DAMPER

- NEW GAS LINE ON THE ROOF

- CRANE LIFTING

- WIRING AS NEEDED

- *** GROUND REPAIR BY IDOT *** **\$15,770.00**

- *** VOLUNTARY ALTERNATE - FOR (2) HI-EFFICIENT ROOFTOP **\$18,250.00 ****

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of

NOTED ABOVE

With payment to be made as follows:

NET 30

Note: We may withdraw this proposal if not accepted in 30 days.

The law requires that the contractor shall submit a sworn statement of persons furnishing materials and labor before any payments are required to be made to the contractor.

Any alternations or deviation from above specifications involving extra cost will become an extra charge. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance.

In the event of default, including but not limited to the failure of the undersigned to pay all or any part of that amount due under this agreement, the undersigned shall pay and be responsible for all cost of collection, court cost, and attorney fees incurred by Merz Heating & Air Conditioning, Inc. in the enforcement of the terms and conditions of this agreement.

AUTHORIZED SIGNATURE _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms, and conditions stated above are hereby accepted by the undersigned. Merz Heating and Air Conditioning, Inc. is authorized to do the work as specified above, payment will be made by the undersigned as specified above, and the undersigned agrees to pay a late payment charge of 2% for each 30 day interval during which the account remains delinquent.

DATE ACCEPTED _____ SIGNATURE _____