1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday May 1st, 2018

5. CONSENT ITEMS
   A. Consent Item -- Alfred Benesch & Company - 2178 SERV - Contract Extension
   B. Consent Item -- DLZ Illinois, Inc. - 2338 SERV - Contract Extension
   C. Consent Item -- Bollinger, Lach & Associates, Inc. - 2177 SERV - Contract Extension
   D. Consent Item -- Knight E/A, Inc. - 2113 SERV - Contract Extension
   E. Consent Item -- Parsons Transportation Group - 1331 SERV - Contract Extension
   F. Consent Item -- TranSystems Corporation - 1878 SERV - Contract Extension
   G. Consent Item -- WSP USA Inc. - 2987 SERV - Revised Exhibit C

6. ACTION ITEMS

   Budget Adjustments

   A. Budget Transfers -- $90,000.00 from 1500-3500-53828 (CONTINGENCIES) to 1500-3500/1101/3510/3520 (OVERTIME) to cover deficit in department overtime and to ensure sufficient funds through FY18
Contracts/Purchase Orders

B. 2018-115 Recommendation for the approval of a contract purchase order to Interstate Power Systems, Inc., d/b/a Interstate PowerSystems, for the provision of parts, repairs, rebuilds and service of Allison Transmissions, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $24,500.00; Per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source (Direct repair/replacement parts of compatible equipment)

C. 2018-117 Recommendation for the approval of a contract purchase order to Vermeer-Illinois, Inc., to furnish and deliver Vermeer repair and replacement parts and sublet labor, as needed for the Division of Transportation, for the period June 1, 2018 through May 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 (Direct repair/replacement parts of compatible equipment)

D. 2018-116 Recommendation for the approval of a contract purchase order to Southwind Industries Inc., d/b/a Bluff City Materials, Inc., for the disposal of clean construction debris, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $15,000.00; per renewal option under bid award 17-079-BF, first of three options to renew

E. DT-P-0135-18 Recommendation for the approval of a contract purchase order to Utility Transport Services, Inc., for solid waste disposal, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $50,000.00; per lowest responsible bid 18-072-GV

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

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

H. DT-P-0152-18 Recommendation for the approval of a contract purchase order to Finkbiner Equipment Company, to furnish and deliver one (1) road widener for the Division of Transportation, for a contract total not to exceed $54,750.00; Per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bids
I. DT-P-0136-18 Recommendation for the approval of a contract purchase order to Christopher B. Burke Engineering, Ltd., for Professional Traffic Signal Design Engineering Services upon request of the Division of Transportation, Section 18-TSENG-01-EG, for a contract total not to exceed $250,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

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

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

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

Agreements

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

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

Ordinances

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

7. INFORMATIONAL ONLY

A. Informational -- Grant Proposal Notification 026-18: ComEd Green Region Program - Division of Transportation - $9,585
B. Informational -- Grant Proposal Notification 025-18: ComEd Green Region Program - Division of Transportation - $3,000.00

8. REPORT FROM STATE'S ATTORNEY'S OFFICE

9. OLD BUSINESS

10. NEW BUSINESS

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, Healy (10:02 AM), Krajewski, Noonan, Puchalski, Zay, DiCianni, Khouri, Larsen, Hart

ABSENT: 

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

A. Transportation Committee - Regular Meeting - Apr 17, 2018 10:00 AM

RESULT: **ACCEPTED [UNANIMOUS]**

MOVER: Brian J Krajewski, District 3
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Krajewski, Noonan, Puchalski, Zay
ABSENT: Healy

Vice Chairman Healy entered the room at 10:02am

**CHAIRMAN'S COMMENTS**

Chairman Puchalski welcomed Members DiCianni, Khouri, Larsen and Hart from the Public Transit Committee.

5. **PRESENTATION**

**Long Range Transportation Plan Update**

Chief Transportation Planner John Loper gave an update on the Long Range Transportation Plan including purpose and need, existing conditions overview, public involvement summary
and themes, draft goals and objects, and remaining schedule. At a future committee meeting, the goals and objectives will be presented for adoption. Discussion followed.

6. ACTION ITEMS

Contracts/Purchase Orders

A. 2018-111 Recommendation for the approval of a contract purchase order to Trafficware, LLC, for updated Synchro 10 software licensing, maintenance and support services for the Division of Transportation, for a contract total not to exceed $6,229.55; Per 55 ILCS-1022 “Competitive Bids” (c) not suitable for competitive bids

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

B. 2018-113 Recommendation for the approval of a contract purchase order to Battery Service Corp., to furnish and deliver automotive batteries, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $17,000.00; Per renewal option under bid award 15-114-KK, second of three options to renew

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

C. DT-P-0129-18 Recommendation for the approval of a contract purchase order to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver two (2) 2019 Ford F-550 4X4 SuperCab Chassis with dump bodies for the Division of Transportation, for a contract total not to exceed $112,368.00; per lowest responsible bid 18-071-LG

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
D. **DT-P-0128-18** Recommendation for the approval of a contract purchase order to Curran Materials Company, to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $25,000.00; Per renewal option under bid award 17-092-GV, first of three options to renew

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<thead>
<tr>
<th>RESULT:</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Tim Elliott, District 4</td>
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<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
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</table>

E. **DT-P-0124-18** Recommendation for the approval of a contract purchase order to Thomas Engineering Group, LLC, for Professional Engineering Services for the 2018 Bridge Inspection Program upon the request of the Division of Transportation, Section 18-BRIDGE-06-EG, for a contract total not to exceed $90,000.00; 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.

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<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>James Zay, District 6</td>
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<tr>
<td>SECONDER:</td>
<td>James Healy, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
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</table>

F. **DT-P-0125-18** Recommendation for the approval of a contract purchase order to Hey and Associates, Inc., for Professional Landscape Design and Construction Supervision Services, for various County Highway projects, for a contract total not to exceed $60,000.00; 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.

<table>
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<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Tim Elliott, District 4</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Elliott, Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
</tbody>
</table>

G. **DT-R-0154-18** **RESOLUTION** -- Awarding Resolution to Superior Road Striping, Inc., for the 2018 Pavement Marking Maintenance Program, Section 18-PVMKG-06-GM, for an estimated County cost of $419,359.00; Per low bid
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay

Agreements

H. DT-R-0149-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Woodridge, for improvements to CH 31/87th Street at Woodward Avenue, Section 13-00253-01-CH (County to be reimbursed an estimated $50,200.00)

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

I. DT-R-0112-18 RESOLUTION -- Impact Fee Improvement Credit Agreement – Rt 83 & Plainfield LLC, Willows Center, 840 Plainfield Road, Willowbrook

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

Amendments

J. Action Item -- DT-R-0601A-18 – Amendment to Resolution DT-R-0601-18, issued to Davis Concrete Construction Company for the 2016 Sidewalk Improvement Program, Section 16-SDWLK-02-SW, to increase the funding in the amount of $56,528.06, resulting in a final County cost of $486,400.49, an increase of 13.15%

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Sean T Noonan, District 2
AYES: Elliott, Healy, Krajewski, Noonan, Puchalski, Zay
7. INFORMATIONAL ONLY
   A. Informational -- Powis Road & IL Route 64
      Discussion held

8. REPORT FROM STATE'S ATTORNEY'S OFFICE

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
## Request for Change Order

**Procurement Services Division**

*Attach copies of all prior Change Orders*

**Purchase Order #: 2178 SERV**

**Original Purchase Order Date:**

**Change Order #: 2**

**Department:** Division of Transportation

**Vendor Name:** Alfred Benesch & Company  
**Vendor #: 10752**

**Dept Contact:** Eva Hitchcock

**Background and/or Reason for Change Order Request:**

- Professional Phase I Engineering Services for improvements along CH 27/Higlake Road at Sunset Avenue, Section 09-00122-03-TL

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Starting contract value</td>
<td>Net $ change for previous Change Orders</td>
<td>Current contract amount (A + B)</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td></td>
<td>$89,607.10</td>
<td></td>
<td>$89,607.10</td>
<td>$0.00</td>
<td></td>
<td>0.00%</td>
</tr>
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</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

**OTHER - explain below:**

---

**emh**  
6900  
April 20, 2018  
Phone Ext  
Date  
Recommended for Approval (Initials)  
Phone Ext  
Date

**REVIEWED BY (Initials Only)**

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

- **Chief Financial Officer (Decision Memos Over $25,000):**  
  Date: **5-9-18**
  Chairman's Office (Decision Memos Over $25,000)  
  Date: **5-8-18**
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Paul Krueger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
<td>Contact Phone: 630 407-6914</td>
</tr>
<tr>
<td>Vendor Name: Alfred Benesch &amp; Company, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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


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

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

**Strategic Impact**

**Financial Planning**

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

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

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

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

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

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

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

No change in the contract total amount.
Required Vendor Ethics Disclosure Statement

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

Date: April 23, 2018

Bid/Contract/PO #: 

Company Name: Alfred Benesch & Company

Contact Phone: 312-565-0450

Company Contact: Elizabeth Gallagher

Contact Email: egallagher@benesch.com

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

Authorized Signature

Printed Name: Elizabeth Gallagher

Title: Senior Vice President

Date: April 23, 2018

Signature on File

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

Date: Apr 20, 2018

Packet Pg. 13

Minutetraq (IQM2) ID #: 12555

Purchase Order #: 2338 SERV
Original Purchase Order Date:
Vendor Name: DLZ Illinois, Inc.
Vendor #: 
Department: Division of Transportation
Dept Contact: Eva Hitchcock

Background and/or Reason for Change Order Request:
Traffic Signal Design Engineering Services for various locations, Section 17-TSENG-00-EG
Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value
B Net $ change for previous Change Orders
C Current contract amount (A + B)
D Amount of this Change Order
☐ Increase ☐ Decrease
E New contract amount (C + D)
F Percent of current contract value this Change Order represents (D / C)
G Cumulative percent of all Change Orders (E + D / A); (60% maximum on construction contracts)

30.00%

DEcision MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days) ☒ Consent Only
☐ Change budget code from: 
☐ Increase/Decrease quantity from:
☐ Price shows:

should be:

☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DEcision MEMO REQUIRED

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

emh 6900 Apr 24, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

 Reviewed By (Initials Only)

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

CONSENT AGENDA
MAY 22 2018

FINANCE RECEIVED

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: William Eidson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:william.eidson@dupoageco.org">william.eidson@dupoageco.org</a></td>
<td>Contact Phone: 6890</td>
</tr>
<tr>
<td>Vendor Name: DLZ Illinois, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

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

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

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

**Strategic Impact**

Financial Planning

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

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

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

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

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

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

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

No change in the contract total amount.
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 of or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>dd</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item,</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Citizens for Cronin</td>
<td>Ram Rajadhyaksha</td>
<td>check / check</td>
<td>$2,000.00</td>
<td>6/19 &amp; 6/30/17</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>dd</th>
<th>Contact Recipients</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the 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:

I agree. DLZ has submitted disclosures on an ongoing process.

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

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

Authorized Signature

Printed Name: Ram Rajadhyaksha
Title: Equity Partner and Vice President
Date: Feb 20, 2018

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

Purchase Order #: 2177 SERV  Original Purchase Order Date:  Change Order #: 1  Department: Division of Transportation
Vendor Name: Bollinger, Lach & Associates, Inc.  Vendor #: 10796  Dept Contact: Eva Hitchcock

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

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A+B)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>□ Increase □ Decrease</td>
</tr>
<tr>
<td>E New contract amount (C+D)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D/C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

DEcision Memo NOT REQUIRED
☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☐ Consent Only
☐ Change budget code from:  ☐ to:  
☐ Increase/Decrease quantity from:  ☐ to:  
☐ Price shows:  ☐ should be:  
☐ Decrease remaining encumbrance and close contract  ☐ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

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

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

REVIEWED BY (Initials Only)

Buyer  5-4-18  Procurement Officer  5-7-18
Date  5-8-18  Chairman's Office  5-8-18
Chief Financial Officer (Decision Memos Over $25,000)  Date

CONSENT AGENDA

Packet Pg. 16

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

Requesting Department: Division of Transportation
Department Contact: Paul Krueger
Contact Email: paul.krueger@dupageco.org
Contact Phone: 630 407-6914
Vendor Name: Bollinger, Lach and Associates
Vendor #: 

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

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

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

In order to complete construction engineering for the 75th Street and Book Road Improvement, it will be more cost effective to continue to utilize BLA. They are in the best position to complete the project at the lowest cost to the County.

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

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

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

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

Date: Apr 20, 2018

Company Name: BLA INC
Contact Phone: 630-438-6400 ext. 106

Company Contact: Craig A. Lukowicz, President/CEO
Contact Email: clukowicz@bla-inc.com

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

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

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officials 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 officials 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: Craig A. Lukowicz
Title: President/CEO
Date: April 20, 2018

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

Purchase Order #: 2113 SERV
Original Purchase Order Date:

Vendor Name: Knight E/A, Inc.
Vendor #: 11046

Change Order #: 1
Department: Division of Transportation
Dept Contact: Eva Hitchcock

Background and/or Reason for Change Order Request:
Professional Structural Engineering Services, Upon request, Section 16-STENG-01-EG
Extend contract completion date through November 30, 2018. Change last invoice date to November 30, 2019.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$350,000.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Change budget code from: ___________________________ to: ___________________________
☐ Increase/Decrease quantity from: ___________________________ to: ___________________________
☐ Price shows: ___________________________ should be: ___________________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

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

emh 6900 Apr 24, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

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

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

CONSENT AGENDA
MAY 22, 2018
Packet Pg. 19
### Decision Memo

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Division of Transportation</th>
<th>Department Contact: Paul Krueger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
<td>Contact Phone: 630-407-6914</td>
</tr>
<tr>
<td>Vendor Name: Knight E/A Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

#### Action Requested

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

The professional various structural engineering services contract with Knight E/A Inc. (Knight) expires June 30, 2018.

#### Summary Explanation/Background

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

#### Strategic Impact

**Financial Planning**

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

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

#### Source Selection/Vetting Information

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

#### Recommendations/Alternatives

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

#### Fiscal Impact/Cost Summary

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

No change in the contract total amount.
Required Vendor Ethics Disclosure Statement

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

Company Name: Knight E/A, Inc.  
Company Contact: Melissa Mulhern
Contact Phone: (312) 577-3306  
Contact Email: mmulhern@knightea.com

Date: Apr 20, 2018  
Bld/Contract/PO #: 14-00 124-04-BR

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

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

Signature on File

Authorized Signature: [Signature]

Printed Name: Melissa Mulhern
Title: Chief Financial Officer
Date: Apr 20, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>04/16/18</td>
</tr>
</tbody>
</table>

Signature on File 04/20/18
## Request for Change Order
### Procurement Services Division

**Purchase Order #:** 1331 SERV  
Original Purchase Order Date:  
Change Order #: 3  
**Department:** Division of Transportation  
Vendor Name: Parsons Transportation Group  
Vendor #: 23350  
Dept Contact: Eva Hitchcock

**Background and/or Reason for Change Order Request:**
- Professional Network Support Services for the Division of Transportation's Central Signal System, Section 11-DCCSS-00-TL

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

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

### INCREASE/DECREASE

| A | Starting contract value | $150,000.00 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $150,000.00 |
| D | Amount of this Change Order | [ ] Increase  [ ] Decrease |
| E | New contract amount (C + D) | $150,000.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.00% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 0.00% |

### DECISION MEMO NOT REQUIRED

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

| [ ] Change budget code from:  
| [ ] Increase/Decrease quantity from:  
| [ ] Price shows: should be:  
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [X] Increase (greater than 29 days)/Decrease contract expiration from: **Jun 30, 2018** to: **Nov 30, 2018**

### OTHER - explain below:

---

**emh**  
Prepared By: (Initials) 6900  
Phone Ext: Apr 24, 2018 Date: **5/1/18**  
**Recommended for Approval** (Initials)  
Phone Ext: Date:

**REVIEWED BY (Initials Only)**

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

| Chief Financial Officer  
| (Decision Memos Over $25,000)  
| Date: **5-7-18**  
| Chairman's Office: **5-7-18**

---

**CONSENT AGENDA**  
**MAY 22, 2018**  
**Packet Pg. 23**
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.

Requesting Department: Division of Transportation
Contact Email: william.edison@dupageco.org
Vendor Name: Parsons Transportation Group, Inc.

Department Contact: William Edson
Contact Phone: 6890
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Request approval for contract extension of Professional Network Support Services for the Central Signal System contract, Section 11-DCCSS-00-TL.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The Division of Transportation (DOT) required professional support services for the initial deployment and operations of the Central Signal System field network, consisting of a gigabit Ethernet backbone of switches, routers, and firewalls to communicate with traffic signal controllers, P/T/Z cameras, and other IP devices in the field. The operation of the system allows the County to better manage traffic demands and communicate traffic conditions with other agencies and the public. To operate and maintain the Central Signal System, network support services are required.

Strategic Impact
Financial Planning
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.
In order to complete network design and operations for the Central Signal System and the CMAQ funded system expansion projects, including the shared connection with the Tollway, IDOT, and the City of Naperville’s Central Traffic Management System and traffic signals, it will be more cost effective to extend the contract of Parsons Transportation Group, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
The DOT does not have the staff resources available to perform the necessary support services of the network devices. A contract extension is the recommended course of action since Parsons Transportation Group, Inc. has completed the initial network deployment and preliminary design for the Central System expansion project and is in the best position to perform the remaining design work and support services required for this project.

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

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

<table>
<thead>
<tr>
<th>Company Name: Parsons Transportation Group</th>
<th>Company Contact: Dan Gibbons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 847-485-1057</td>
<td>Contact Email: <a href="mailto:daniel.gibbons@parsons.com">daniel.gibbons@parsons.com</a></td>
</tr>
</tbody>
</table>

Date: May 1, 2018
Bid/Contract/PO #: 1541226138

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

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

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

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

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

I hereby acknowledge

Authorized Signature

Printed Name: Daniel J Gibbons
Title: Senior Systems Engineering Manager
Date: May 1, 2018

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

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

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>EMH</th>
<th>6907</th>
<th>Apr 24, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer: ______________________ Date: ______________________</td>
</tr>
<tr>
<td>Procurement Officer: ______________________ Date: ______________________</td>
</tr>
<tr>
<td>Chief Financial Officer: ______________________ Date: ______________________</td>
</tr>
<tr>
<td>Chairman's Office: (Decision Memos Over $25,000) Date: ______________________</td>
</tr>
</tbody>
</table>

Attachment: TranSystems Corporation - CO (17-18-543 ; TranSystems Corporation)
### Decision Memo

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Contact:</td>
<td>Paul Krueger</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>TranSystems Corporation</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>630 407-6914</td>
</tr>
<tr>
<td>Vendor #:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

### Strategic Impact

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

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

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

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

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

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

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

No change in the contract total amount.
Required Vendor Ethics Disclosure Statement

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

Company Name: TranSystems Corporation
Contact Phone: 847-407-5223

Company Contact: Charles J. Stenzel
Contact Email: cjstenzel@transystems.com

Bid/Contract/PO #: IPP/Aurora Branch

Date: Apr 20, 2018

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

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

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

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

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

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

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

I hereby acknowledge:

Authorized Signature

Printed Name: Charles J. Stenzel
Title: Senior Vice President
Date: Apr 20, 2018

Signature on File

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

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2987 SERV</th>
<th>Original Purchase Order Date: 11/29/17</th>
<th>Change Order #: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: WSP USA Inc.</td>
<td>Vendor # 28067</td>
<td>Department: Division of Transportation</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

- Central Tri-State Corridor Travel Demand Assessment, Section 7-TDAP0-00-EG.
- Revision to Exhibit C for no change in contract total amount.

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

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest 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>Starting contract value</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>Net S change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$357,029.00</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (D+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Change budget code from: to:
- Increase/Decrease quantity from: to:
- Price shows: should be:
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

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

**Revised Exhibit C**

<table>
<thead>
<tr>
<th>Emh</th>
<th>Prepared By (Initials)</th>
<th>Prepared Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Phone Ext Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6900</td>
<td></td>
<td>May 1, 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>S-3-18</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>S-3-18</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>S-7-18</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>S-7-18</td>
</tr>
</tbody>
</table>

**CONSENT AGENDA**

Packet Pg. 29

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
## EXHIBIT C

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

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

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

Signature of Authorized Agent for CONSULTANT:

SIGNATURE ON FILE
Type Name: Diane O'Keefe

Date: 04/14/18

Approved By COUNTY:

Date:

Page 1 of 2
Required Vendor Ethics Disclosure Statement

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

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

Company Name: WSP USA Inc.
Company Contact: Laura Unger
Contact Phone: 206-382-5282
Contact Email: ComplianceUSA@wsp.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, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Cronin</td>
<td>WSP USA Inc.</td>
<td>Check</td>
<td>$1,500.00</td>
<td>Jun 7, 2017</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name: Diane Okeefe
Title: Area Manager
Date: Apr 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From 1500  
Accounting Unit:  
Company #:  
Division of Transportation  
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3500</td>
<td>53828</td>
<td></td>
<td>CONTINGENCIES</td>
<td>$90,000.00</td>
<td>200,000</td>
<td>110,000</td>
<td>5/1/18</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Total $90,000.00

To 1500  
Accounting Unit:  
Company #:  
Finance Dept Use Only

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3500</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td>$15,000.00</td>
<td>478,99</td>
<td>5/1/18</td>
</tr>
<tr>
<td>1101</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td>$7,000.00</td>
<td>(1601.21)</td>
<td>5/1/18</td>
</tr>
<tr>
<td>3510</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td>$55,000.00</td>
<td>(4,500.21)</td>
<td>11/1/18</td>
</tr>
<tr>
<td>3520</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td>$13,000.00</td>
<td>(1462.12)</td>
<td></td>
</tr>
</tbody>
</table>

Total $60,000.00

Reason for Request:

To cover deficit in department overtime and to ensure sufficient funds through FY2018.

Signature on File

Packet Pg. 33
Requisition under 25k dollars

2018-115
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>April 20, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
<td>06/01/18-05/31/19</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$24,500.00</td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/20/2018 11:41 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/20/2018 11:47 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/27/2018 3:28 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/27/2018 3:51 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/30/2018 7:38 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/04/2018 3:01 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>05/15/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Interstate Power Systems
  - **Vendor #:** 12677
- **Address:** 210 Alexandra Way
- **City:** Carol Stream
  - **State:** IL
  - **Zip:** 60188
- **Phone:** 630-871-7230

### Send Invoices To:
- **Dept:** Division of Transportation
  - **Division:** Fleet Maintenance
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-6892

### Send Payments To:
- **Vendor:** Interstate Power Systems
  - **Vendor #:** 12677
- **Att:** Randy Sielig
  - **Email:** randy.sielig@istate.com
- **Address:** P.O. Box 68-9633
  - **City:** Chicago
  - **State:** IL
  - **Zip:** 60695-9633
- **Phone:** 630-871-7230

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

### Payment Terms:
- **F.O.B.:** Destination
- **PO 20 Delivery Date:** Requisitioner
- **Use for PO25 only:** Contract Administrator

### Contract Details:
- **Contract Start Date:** Jun 1, 2018
- **Contract End Date:** May 31, 2019

### Item List

<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>ALLISON PARTS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td>7,000.00</td>
<td>7,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>ALLISON LUBRICANTS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52260</td>
<td></td>
<td>2,500.00</td>
<td>2,500.00</td>
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<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>ALLISON REPAIR/BUILDS</td>
<td></td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>53380</td>
<td></td>
<td>15,000.00</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $24,500.00

### Header Comments
- These comments will appear on the PO20 and PO25 Purchase Order:

- This contract purchase order is for parts, lubricants, repairs and rebuild service for Allison Transmissions, for the period June 1, 2018 through May 31, 2019.

- Sole authorized distributor

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

### Special Instructions/Comments to Buyer or Approver
- These comments will NOT appear on the Purchase Order:

- Send completed approved PO to Randy Sielig

### User Department Internal Notes
- These comments will NOT appear on the Purchase Order:

- FY18-1500-3520-52250 $5,250.00
- FY18-1500-3520-52260 $1,875.00
- FY18-1500-3520-53380 $11,250.00
- FY19-1500-3520-52250 $1,750.00
- FY19-1500-3520-52260 $625.00
- FY19-1500-3520-53380 $2,000.00

- Transportation - 05/15/18

---

**Packet Pg. 36**
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Interstate Power Systems
Vendor #: 12677
Contract Total: $24,500.00

Dept: Division of Transportation
Contact: Joe Bechtold
Phone: 630-407-6931
Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background
For the provision of parts, repairs, rebuilds and service of Allison Transmissions, for a contract total not to exceed $24,500.00.

Reason for Procurement
To establish a contract for the provision of parts, repairs, rebuilds and service of Allison Transmissions to keep the fleet vehicles operational.

FUNDING SOURCE

Decision Memo Not Required

Decision Memo Required

Prepared By: ___________________________ Date: April 16, 2018

Reviewed By: ___________________________ Date: 4/20/18

Buyer: ___________________________ Date: 4/25/18

Chief Financial Officer: ___________________________ Date: 4/30/18

Procurement Officer: ___________________________ Date: 4/26/18

Chairman's Office: ___________________________ Date: 4/30/18

Packet Pg. 37
# JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>18-1500-046</th>
<th>DEPARTMENT</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Interstate Power Systems</td>
<td>PRODUCT #</td>
<td>Various</td>
</tr>
</tbody>
</table>

**Describe item being justified and its function:**

Allison Transmission parts, lubricants, repairs and rebuild service.

**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**  
Interstate Power Systems  
**Phone**  
630-871-7230  
**Contact**  
Randy Sielig  
**Website**  
www.istate.com

**What necessary and unique features does this vendor's product or service provide which are not available from other vendors? (Please be specific)**

Original Equipment Manufacturer (OEM) parts, lubricants, repairs and rebuild service.

**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 confirming that Interstate Power Systems is the sole authorized Allison Distributor

**Signature on file**  
[Signature]  
4/20/18  
**Department approval**  
[Signature]  
DATE

**Signature on file**  
[Signature]  
4-26-18  
**Purchasing review**  
DATE

4/6/2018

DuPage County Department of Transportation
Attn: Darcie Garza
104 North County Farm Road
Wheaton, IL 60187-3997

Darcie,

Interstate PowerSystems is the sole Allison Authorized distributor for parts and service in the Northern Illinois.
We have been trained by the Allison factory on the proper procedures to repair, rebuild and provide parts for the Allison transmissions that you currently have in your fleet. Please feel free to contact us, if you have any question or are in need of service or parts.

Regards,

Signature on File

Mick Swolley
Vice President of Eastern Region
Interstate Power Systems
Office: (630)-871-1111
Cell: (402) 332-8543
mick.swolley@istate.com
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: Interstate Power Systems, Inc.  
Contact Phone: 952-854-3044

Company Contact: Lindsey Vanderbosch  
Contact Email: lindsey.vanderbosch@estate.com

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

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

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

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 final renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

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

I hereby acknowledge that I have read the above requirements.

Authorized Signature

Printed Name: Lindsey Vanderbosch
Title: HR Director
Date: April 18, 2018

Signature on File

Packet Pg. 40
Requisition under 25k dollars

2018-117
**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>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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<tr>
<td></td>
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<td>$10,000.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>06/01/18-05/31/19</td>
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<td></td>
</tr>
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</table>

**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/25/2018 1:28 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/25/2018 1:48 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/27/2018 11:40 AM</td>
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<td>James McGuire</td>
<td>Completed</td>
<td>04/30/2018 10:46 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/30/2018 7:16 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/04/2018 3:16 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>05/15/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Requisition under 25k dollars

2018-117

6.C Packet Pg. 42
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Vermeer-Illinois, Inc.
  - **Vendor #:** 10878
- **Attn:** Cathy Torres
  - **Email:** cathy.torres@vermeermidwest.com
- **Address:** 2801 Beverly Road
- **City:** Aurora
  - **State:** IL
  - **Zip:** 60502
- **Phone:** 630-820-3030
  - **Fax:** 630-820-3490

**Send Invoices To:**
- **Dept:** Division of Transportation
  - **Division:** Fleet Maintenance
- **Attn:** Kathy Cervici
  - **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:** Vermeer-Illinois, Inc.
  - **Vendor #:** 10878
- **Attn:** Email
- **Address:** 2801 Beverly Road
- **City:** Aurora
  - **State:** IL
  - **Zip:** 60502
- **Phone:** 630-820-3030
  - **Fax:**

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

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

**PO25 only:**
- **Contract Administrator:**
  - **Contract Start Date:** Jun 1, 2018
  - **Contract End Date:** May 31, 2019
- **Use for:** PO25 only

### LN  |
<table>
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<tr>
<th>Qty</th>
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<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>VERMEER REPAIR/REPLACEMENT PARTS</td>
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<td>52250</td>
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<td>9,000.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>VERMEER SUBLET LABOR/SERVICE</td>
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<td>3520</td>
<td>53380</td>
<td></td>
<td></td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

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

This contract purchase order is to furnish and deliver Vermeer Repair, Replacement Parts and Sublet Labor/Service for the period June 1, 2018 through May 31, 2019.

Dollar value is estimated. Orders will be placed on an "as needed" basis with quantities specified at the time orders are placed.

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

Send completed approved PO to Cathy Torres

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

FY2018 1500 3520 52250 $7,000.00
FY2019 1500 3520 52250 $2,000.00
FY2018 1500 3520 53380 $500.00
FY2019 1500 3520 53380 $500.00

Transportation - 05/15/18
## 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>Dept: Division of Transportation</td>
<td>Contact: Cathy Torres</td>
<td>Phone: 630-820-3030</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

**Reason for Procurement:**
To provide OEM repair, replacement parts and sublet labor for the County owned and maintained Vermeer equipment.

### FUNDING SOURCE
- [x] Procurement budgeted for (FY and budget code(s)):
  1500 3520 52250,53380
- [ ] Budget Transfer (Date) ____________________ Additional Information

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

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

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Apr 23, 2018</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>4/25/18</td>
<td>4/25/18</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

- [Signature] | 4/30/18 | Procurement Officer
- [Signature] | 4/30/18 | Chairman’s Office

(Checklist (2018-117 : Vermeer-Illinois, Inc.)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
JUSTIFICATION FOR SOLE SOURCE

(please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>18-1500-061</th>
<th>DEPARTMENT</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Vermeer</td>
<td>PRODUCT #</td>
<td>Various</td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

OEM Vermeer 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
☒ 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  | Vermeer - Illinois | CONTACT  | Cathy Torres |
PHONE             | 630-830-3490       | WEBSITE  | www.vermeermidwest.com |

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

OEM Vermeer 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 stating that Vermeer-Illinois, Inc. is the sole authorized distributor in the Northern Illinois area.

SIGNATURE ON FILE 4/25/18
DEPARTMENT APPROVAL DATE

SIGNATURE ON FILE 4-30-18
PURCHASING REVIEW DATE
April 20, 2018

DuPage County Highway Department
421 N. County Farm Rd
Wheaton, Il 60187

Purchasing Department

This letter is to inform you that Vermeer-Illinois, Inc., 2801 Beverly Drive, Aurora, IL 60502 is the sole distributor of genuine Vermeer parts in the Northern Illinois area.

Signature on File

Cathy Torres
Admin
Vermeer-Illinois, Inc
2801 Beverly Dr
Aurora IL 60502
630-820-3030
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Vermeer-Illinois, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Cathy Torres</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>(630) 820-3030</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Cathy.Torres@Vermeer-illinois.com">Cathy.Torres@Vermeer-illinois.com</a></td>
</tr>
</tbody>
</table>

**Bid/Contract/PO #:**

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

1. Every contractor, union, or vendor that is seeking to obtain 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 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.

<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>

A contractor or vendor who 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 the

Authorized Signature: ____________________________

Printed Name: Mitchell Smith

Title: General Manager

Date: 4-19-2018

Signature on File

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

2018-116
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>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07/01/18-06/30/19</td>
<td>$15,000.00</td>
<td>TRANSPORTATION COMMITTEE</td>
<td></td>
</tr>
</tbody>
</table>

- Eva Hitchcock Completed 04/20/2018 11:43 AM
- Christopher Snyder Completed 04/20/2018 11:47 AM
- Kathy Ostrowski Completed 04/27/2018 3:29 PM
- James McGuire Completed 04/30/2018 10:44 AM
- Paul Rafac Completed 04/30/2018 7:17 PM
- Kathy Ostrowski Completed 05/04/2018 3:12 PM
- Transportation Committee Pending 05/15/2018 10:00 AM
**Purchase Requisition**
*Procurement Services Division*

### Send Purchase Order To:
- **Vendor:** Southwind Industries, Inc. dba Bluff City Materials, Inc.
- **Vendor #:**
- **Attn:** Andrew Germanetti  
  **Email:** andrewg@grp7.com
- **Address:** 2252 Southwind Blvd.
- **City:** Bartlett  
  **State:** IL  
  **Zip:** 60103
- **Phone:** 630-497-8700 Ext 234

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

### Send Payments To:
- **Vendor:** Southwind Industries, Inc. dba Bluff City Materials, Inc.
- **Vendor #:**
- **Attn:** Andrew Germanetti  
  **Email:** andrewg@grp7.com
- **Address:** 2252 Southwind Blvd.
- **City:** Bartlett  
  **State:** IL  
  **Zip:** 60103
- **Phone:** 630-497-8700

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

### Payment Terms:
- **PO 20 Delivery Date:**
- **Requisitioner:**
- **Payment Terms:**
- **F.O.B.:**
- **Destination:**

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

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | CCDD DISPOSAL | 1500 | 3510 | 53810 |

### Header Comments:
*These comments will appear on the PO20 and PO25 Purchase Order:*

This contract purchase order is for the disposal of Clean Construction Debris, Demolition Debris and Uncontaminated Soil for the period July 1, 2018 through June 30, 2019 per low bid 17-079-BF. Option to Renew

This is the first of three optional renewals.

Dollar value is estimated. Orders will be placed on an "as needed" basis, with quantities specified at the time orders are placed.

### Special Instructions/Comments to Buyer or Approver:
*These comments will NOT appear on the Purchase Order:*

Send approved completed PO to Andrew Germanetti

### User Department Internal Notes:
*These comments will NOT appear on the Purchase Order:*

FY18 1500 3510 53810 $10,000.00
FY19 1500 3510 53810 $5,000.00

Transportation - 05/15/18

**Requisition Total:** $15,000.00

---

**Packet Pg. 50**
### 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>Southwind Industries, Inc. d/b/a Bluff City Materials, Inc.</th>
<th>Vendor #:</th>
<th></th>
<th>Contract Term:</th>
<th>7/1/2018 - 6/30/2019</th>
<th>Contract Total:</th>
<th>$15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Division of Transportation</td>
<td>Contact:</td>
<td>Darcie Garza, CPPB</td>
<td>Phone:</td>
<td>630-407-6906</td>
<td>Assigned Committee:</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

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

For the disposal of Clean Construction Debris (CCDD) for a contract total not to exceed $15,000.00.

**Reason for Procurement**

To properly dispose of CCDD, construction debris, demolition debris and uncontaminated soil, generated by the Division of Transportation as a result of normal highway maintenance and construction.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 53810
- [ ] Budget Transfer (Date) ___________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ___________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [x] RENEWAL, Enter Bid # 17-079-BF
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP 
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ___________________

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

- [ ] DG, CPPB
  - Prepared By: ___________________
  - Date: Apr 18, 2018
  - Recommended for Approval: Date: April 20, 2018
  - IT Approval, if required: Date: ___________________

**REVIEWED BY (Initials Only)**

- [ ] Buyer: ___________________
  - Date: 4/30/18
  - Procurement Office: 4/30/18
- [ ] Chief Financial Officer (Decision Memos Over $25,000): ___________________
  - Date: 4/30/18
  - Chairman's Office (Decision Memos Over $25,000): Date: 4/30/18

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 51
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Bluff City Materials, Inc., 2252 Southwind Blvd, Bartlett, IL 60103, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-079-BF which became effective July 1, 2017 and which expires June 30, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective July 1, 2018 and expires June 30, 2019, contingent upon Parent Committee and County Board approval.

BLUFF CITY MATERIALS, INC.                      COUNTY OF DU PAGE, ILLINOIS
Signature on File                                      Signature on File

SIGNATURE   DATE          SIGNATURE   DATE

M. Slade O'Keefe                              Joan McAvoy
PRINTED NAME                                       DuPage County Buyer

V.P. Engineering & Construction
PRINTED TITLE
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: Bluff City Materials, Inc.  
Company Contact: Slade O'Keefe
Contact Phone: 630.497.8700  
Contact Email: slade@agrfq.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 of 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 chairperson, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters, counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Authorized Signature

Printed Name: Slade O'Keefe
Title: V.P. Engineering & Construction
Date: 4-17-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of ____ (total number of pages)
WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Utility Transport Services, Inc., for solid waste disposal services, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract for solid waste disposal services, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, is hereby approved for issuance to Utility Transport Services, Inc., 2044 West 163rd Street, Unit 2, Markham, Illinois 60428, for a contract total not to exceed $50,000.00; per lowest responsible bid 18-072-GV.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Requisition 25k and over

DT-P-0135-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/25/2018 1:31 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/25/2018 1:48 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/27/2018 11:45 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/01/2018 11:24 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/01/2018 3:44 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/04/2018 2:52 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>05/15/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/22/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/22/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Utility Transport Service, Inc.</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>Division: Highway Maintenance</td>
</tr>
<tr>
<td>Attn: James Bracken Email: <a href="mailto:bracken708@gmail.com">bracken708@gmail.com</a></td>
<td>Attn: Kathy Curcio Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 2044 W. 163rd St. Unit 2</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Markham State: IL Zip: 60428</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 708-825-1439</td>
<td>Phone: 630-407-6892</td>
</tr>
<tr>
<td>Fax: 708-331-4212</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Send Payments To:</strong></th>
<th><strong>Ship To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Utility Transport Service, Inc.</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>Division: Highway Maintenance</td>
</tr>
<tr>
<td>Attn: Dana Ramey Email: <a href="mailto:dana@utilitytrans.com">dana@utilitytrans.com</a></td>
<td>Attn: Darcie Garza, CPPB Email: <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 2044 W. 163rd St. Unit 2</td>
<td>Address: 140 N. County Farm Road</td>
</tr>
<tr>
<td>City: Markham State: IL Zip: 60428</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 708-825-1439 Ext 131</td>
<td>Phone: 630-407-6906</td>
</tr>
<tr>
<td>Fax: 708-331-4212</td>
<td>Fax: 630-407-6921</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>F.O.R.</td>
</tr>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>PO 20 Delivery Date</td>
</tr>
<tr>
<td>Destination</td>
<td>Requisitioner Darcie Garza, CPPB</td>
</tr>
<tr>
<td>Use for</td>
<td>Contract Administrator</td>
</tr>
<tr>
<td>PO25 only</td>
<td>Contract Start Date: Jun 1, 2018</td>
</tr>
<tr>
<td></td>
<td>Contract End Date: May 31, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>SOLID WASTE</td>
<td></td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53810</td>
<td></td>
<td>50,000.00</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $50,000.00

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

This contract purchase order is for the disposal of solid waste (street sweepings, storm sewer spoils and ditching spoils) generated by the Division of Transportation as a result of normal highway maintenance activities for the period June 1, 2018 through May 31, 2019 per low bid 18-072-GV.

Dollar value is estimated. Orders will be placed on an "as needed" basis, with quantities specified at the time orders are placed.

This contract is subject to three (3) additional one (1) year renewals.

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

e-mail completed PO to James Bracken

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

<table>
<thead>
<tr>
<th>FY</th>
<th>Dept</th>
<th>Acct Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2018</td>
<td>1500</td>
<td>3510</td>
<td>53810</td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2019</td>
<td>1500</td>
<td>3510</td>
<td>53810</td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DT-P-0135-18  
Transportation - 05/15/18  
County Board - 05/24/18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background
For the disposal of Solid Waste (Street Sweepings, Storm Sewer Spills and Ditching Spills) generated by the Division of Transportation, as a result of normal highway maintenance and/or construction activities for a contract total, not to exceed $50,000.00.

Reason for Procurement
To properly dispose of Solid Waste, generated by the Division of Transportation, as a result of normal highway maintenance and/or construction.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1500 3510 53810
- Budget Transfer (Date) ____________________ Add'l Information ____________________

DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-072-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Apr 23, 2018</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>4/25/18</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>5/1/18</th>
<th>Procurement Officer</th>
<th>5-1-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>5-1-18</td>
<td>Chairman’s Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
### Utility Transport Services, Inc.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>UTILITY TRANSPORT SERVICES, INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>7900 S Rte 53, Woodridge</td>
<td>1900 Arthur Dr, West Chicago</td>
</tr>
<tr>
<td>140 N County Farm Rd, Wheaton</td>
<td></td>
</tr>
<tr>
<td>Street sweepings/storm sewer</td>
<td>$36.00/TON</td>
</tr>
<tr>
<td>spoils</td>
<td>$36.00/TON</td>
</tr>
<tr>
<td>Ditching spoils</td>
<td>$36.00/TON</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MARCOTT ENTERPRISES INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>7900 S Rte 53, Woodridge</td>
<td>1900 Arthur Dr, West Chicago</td>
</tr>
<tr>
<td>140 N County Farm Rd, Wheaton</td>
<td></td>
</tr>
<tr>
<td>Street sweepings/storm sewer</td>
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<td>$47.00/TON</td>
</tr>
<tr>
<td>Ditching spoils</td>
<td>$47.00/TON</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LAKESHORE RECYCLING SYSTEMS, INC</th>
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</thead>
<tbody>
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<td>7900 S Rte 53, Woodridge</td>
<td>1900 Arthur Dr, West Chicago</td>
</tr>
<tr>
<td>140 N County Farm Rd, Wheaton</td>
<td></td>
</tr>
<tr>
<td>Street sweepings/storm sewer</td>
<td>$57.00/TON</td>
</tr>
<tr>
<td>spoils</td>
<td>$57.00/TON</td>
</tr>
<tr>
<td>Ditching spoils</td>
<td>$57.00/TON</td>
</tr>
</tbody>
</table>

### NON-RESPONSIBLE BIDS:

### NO BID RESPONSES:

### BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer  
Larry Gammel, DuPage County Buyer

THIS BID HAS A TENTATIVE AWARD DATE OF: MAY 22, 2018

**INVITATIONS SENT:** 40  
**POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:** 15  
**TOTAL BID RESPONSES RECEIVED:** 3
## Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Utility Transport Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>James Bracken</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>708.825.1459</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:bracken708@gmail.com">bracken708@gmail.com</a></td>
</tr>
</tbody>
</table>

**Date:** 4/19/2018

**Bid/Contract/PO #:** 18-072-GV

**Attachment:** Utility Transport Services, Inc. - Ethics (DT-P-0135-18 : Utility Transport Services, Inc.)

### 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 of 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>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall 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>Add Line</th>
<th>Lobbyists, Agents and Representatives or all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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

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

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

**Authorized Signature**

Printed Name: James Bracken
Title: President
Date: 04/19/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO THE DETROIT SALT COMPANY L.C.
D/B/A DETROIT SALT COMPANY, LLC
TO FURNISH AND DELIVER BULK ROCK SALT
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $1,007,250.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2018 through May 31, 2019, is hereby approved for issuance to The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC, 12841 Sanders Street, Detroit, Michigan 48217, for a contract total not to exceed $1,007,250.00; per lowest responsible bid 18-093-JM.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____________________
________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,007,250.00</td>
<td>06/01/18-05/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation</td>
</tr>
</tbody>
</table>

Eva Hitchcock  Completed  05/01/2018 11:43 AM
Christopher Snyder  Completed  05/01/2018 4:03 PM
Kathy Ostrowski  Completed  05/02/2018 12:30 PM
James McGuire  Completed  05/03/2018 9:18 AM
Paul Rafac  Completed  05/07/2018 7:41 AM
Kathy Ostrowski  Completed  05/08/2018 3:52 PM
Transportation Committee  Pending  05/15/2018 10:00 AM
Finance Committee  Pending  05/22/2018 8:00 AM
County Board  Pending  05/22/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> The Detroit Salt Company <strong>Vendor #:</strong> 26713</td>
<td><strong>Dept:</strong> Division of Transportation <strong>Division:</strong> Highway Maintenance</td>
<td><strong>Dept:</strong> Division of Transportation <strong>Division:</strong> Highway Maintenance</td>
<td><strong>Dept:</strong> Division of Transportation <strong>Division:</strong> Highway Maintenance</td>
</tr>
<tr>
<td><strong>Attn:</strong> Sarah Sanchez <strong>Email:</strong> <a href="mailto:sales@detroitsalt.com">sales@detroitsalt.com</a></td>
<td><strong>Attn:</strong> Kathy Curcio <strong>Email:</strong> <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
<td><strong>Attn:</strong> Darcie Garza, CPPB <strong>Email:</strong> <a href="mailto:darcie.garza2@dupageco.org">darcie.garza2@dupageco.org</a></td>
<td><strong>Attn:</strong> Darcie Garza, CPPB</td>
</tr>
<tr>
<td><strong>Address:</strong> 12841 Sanders Street</td>
<td><strong>Address:</strong> 421 N. County Farm Road <strong>Room:</strong></td>
<td><strong>Address:</strong> 421 N. County Farm Road <strong>Room:</strong></td>
<td><strong>Address:</strong> 421 N. County Farm Road <strong>Room:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Detroit <strong>State:</strong> MI <strong>Zip:</strong> 48217</td>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
<td><strong>City:</strong> Wheaton <strong>State:</strong> IL <strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 313-841-5144</td>
<td><strong>Phone:</strong> 630-407-6892</td>
<td><strong>Phone:</strong> 630-407-6906</td>
<td><strong>Phone:</strong> 630-407-6906</td>
</tr>
<tr>
<td><strong>Fax:</strong> 313-841-0466</td>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

**Payment Terms**  
**F.O.B.**  
**PER 50 ILCS 505/1**  
**Destination**  
**PO 20 Delivery Date**  
**Requisition**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PO25 only</strong></td>
<td><strong>Contract Administrator</strong></td>
<td><strong>Jun 1, 2018</strong></td>
<td><strong>May 31, 2019</strong></td>
<td><strong>PO25 only</strong></td>
</tr>
</tbody>
</table>

**LN**  
**Qty**  
**UOM**  
**Item Detail (Product #)**  
**Description**  
**FY**  
**Dept #**  
**Acct#**  
**Unit Price**  
**Extension**

<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>Sub-Acct# 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>BULK ROCK SALT GROUP 1-15,000 TONS (100%@567.15/TON)-GROUP 1-DUPAGE COUNTY</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td>1,007,250.00</td>
<td>1,007,250.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER BULK ROCK SALT FOR ROAD DEICING FOR THE 2018/2019 WINTER SNOW SEASON, AS NEEDED, FOR THE PERIOD JUNE 1, 2018 THROUGH MAY 31, 2019 PER LOW BID 18-093-JM

GROUP 1 - DUPAGE COUNTY - THE QUANTITY SHOWN ON THIS PURCHASE ORDER IS AN ESTIMATE ONLY. DUPAGE COUNTY DIVISION OF TRANSPORTATION AGREES TO PURCHASE AT LEAST 80% OF THE QUANTITY SHOWN. IF DUPAGE DOES NOT UTILIZE OR ORDER 80%, DUPAGE COUNTY WILL PAY FOR THE 80% AND IT WILL BE KEPT AT THE TERMINAL. THIS WILL BE HANDLED AT NO ADDITIONAL CHARGE TO THE COUNTY. THE MAXIMUM QUANTITY AMOUNT TO BE ORDERED AT $567.15/TON IS 130% OF THE QUANTITY SHOWN. IF ADDITIONAL QUANTITIES ARE NECESSARY, THE UNIT COST BETWEEN 130% AND 150% OF THE PROJECTED TOTAL WILL BE AT $75.25/TON.

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

EMAIL COMPLETED APPROVED PO TO SARAH SANCHEZ

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

FY2018 1500 3510 52270 $100.00
FY2019 1500 3510 52270 $1,007,150.00

DT-P-0150-18  
Transportation - 05/15/18  
County Board - 05/20/18

**Attachment:** The Detroit Salt Company - Requisition (DT-P-0150-18 : The Detroit Salt Company, LLC)
**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>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver bulk rock salt for a contract total not to exceed $1,007,250.00.

**Reason for Procurement**

Bulk rock salt is a de-icer used for the removal of snow and ice on DuPage County maintained roadways.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 52270
- [ ] Budget Transfer (Date) __________ Add'l Information __________

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-093-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Apr 26, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5/3/18</td>
<td></td>
<td>5/3/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
## THE COUNTY OF DuPAGE
### # 18-093-JM  BULK ROCK SALT
### BID TABULATION
### BID OPENING DATE: 04/25/18 - 2:30 p.m.

<table>
<thead>
<tr>
<th></th>
<th>DETROIT SALT CO.</th>
<th>CARGILL, INC.</th>
<th>MORTON SALT, INC.</th>
<th>COMPASS MINERALS AMERICA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Delivery Qty</td>
<td>Unit Price per Ton</td>
<td>Extended Total</td>
<td>Unit Price per Ton</td>
</tr>
<tr>
<td>Group 1 - DuPage County Standard Delivery</td>
<td>15,000</td>
<td>$67.15</td>
<td>$1,007,250.00</td>
<td>$70.36</td>
</tr>
<tr>
<td>Unit Cost per Ton 130%-150% of Projected Usage</td>
<td></td>
<td>$75.23</td>
<td></td>
<td>Not Provided</td>
</tr>
<tr>
<td>Group 2A - Townships/Municipalities Early Delivery</td>
<td>7,096</td>
<td>$67.15</td>
<td>$476,496.40</td>
<td>$70.36</td>
</tr>
<tr>
<td>Group 2B - Townships/Municipalities Standard Delivery</td>
<td>56,820</td>
<td>$67.15</td>
<td>$3,815,463.00</td>
<td>$70.36</td>
</tr>
<tr>
<td>Unit Cost per Ton 130%-150% of Projected Usage</td>
<td></td>
<td>$75.23</td>
<td></td>
<td>Not Provided</td>
</tr>
</tbody>
</table>

**NOTE:** For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

- Invitations Sent: 42
- Potential Bidders Requesting Bid Documents: 10
- Total Bid Responses Received: 4
- Bid Opening Attended: JM, CH

Attachment: The Detroit Salt Company - Bid Tab (DT-P-0150-18 : The Detroit Salt Company L.C., d/b/a Detroit Salt Company, LLC)
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

<table>
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<tr>
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<th>Date Made</th>
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<tr>
<td>X</td>
<td>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
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Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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

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

Authorized Signature: Emanuel Z. Mando

Printed Name: Emanuel Z. Mando
Title: President
Date: 4/23/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Clark-Devon Hardware Company, Inc., to furnish and deliver calcium magnesium acetate for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver calcium magnesium acetate for the Division of Transportation, is hereby approved for issuance to Clark-Devon Hardware Company, Inc., 6401 North Clark Street, Chicago, Illinois 60626, for a contract total not to exceed $90,090.00; per renewal option under bid award 16-104-BF, second of three options to renew.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$90,090.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

- Eva Hitchcock  Completed  05/01/2018 11:42 AM
- Christopher Snyder  Completed  05/01/2018 4:04 PM
- Kathy Ostrowski  Completed  05/02/2018 12:37 PM
- James McGuire  Completed  05/03/2018 9:24 AM
- Paul Rafac  Completed  05/07/2018 7:42 AM
- Kathy Ostrowski  Completed  05/08/2018 3:50 PM
- Transportation Committee  Pending  05/15/2018 10:00 AM
- Finance Committee  Pending  05/22/2018 8:00 AM
- County Board  Pending  05/22/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Clark-Devon Hardware Company, Inc.
- **Vendor #:** 19835-P1
- **Attn:** Ken Walchak
- **Address:** 6401 N. Clark St.
- **City:** Chicago
- **State:** IL
- **Zip:** 60626
- **Phone:** 773-764-3575
- **Fax:** 773-764-4480

### Send Invoices To:
- **Dept:** Division of Transportation
- **Division:** Grounds
- **Attn:** Kathy Curcio
- **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:** Clark-Devon Hardware Company, Inc.
- **Vendor #:** 19835-P1
- **Attn:**
- **Address:** 6401 N. Clark St.
- **City:** Chicago
- **State:** IL
- **Zip:** 60626
- **Phone:** 773-764-3575
- **Fax:** 773-764-4480

### Payment Terms
- **Use for:** Contract Administrator
- **PO 25 only**

### F.O.B.
- **Destination:**

### PO 20 Delivery Date
- **Jul 16, 2018**

### Requisitioner
- **Darcie Garza, CPPB**

### LN  | Qty  | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension | Requisition Total
---|------|-----|-------------------------|-------------|----|--------|------------|--------|---------------------------|-----------|-----------|------------------------
1 | 40   | EA  | CALCULUM MAGNESIUM ACETATE (CMA) METRIC TON SACKS | 18 | 1500 | 1101 | 52270 | 2,252.25 | 90,090.00 | 90,090.00 |

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

THIS CONTRACT PURCHASE ORDER IS FOR FORTY (40) METRIC TON SACKS OF CALCULUM MAGNESIUM ACETATE (CMA) PER 16-104-BF OPTION TO RENEW

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

EMAIL COMPLETED APPROVED PO TO KEN WALCHAK

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

FY2018 1500 1101 52270 $90,090.00

DT-P-0151-18
Transportation - 05/15/18
County Board - 05/22/18

---

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

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

<table>
<thead>
<tr>
<th>Vendor: Clark-Devon Hardware Company, Inc.</th>
<th>Vendor #: 19835</th>
<th>Contract Term: One time delivery</th>
<th>Contract Total: $90,090.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To furnish and deliver calcium magnesium acetate (CMA) for a contract total not to exceed $90,090.00

**Reason for Procurement**
The 479 and 509 parking garages are pre-cast concrete. The Coroner/Generator Facility and Children's Center are both housed on brick paver parking lots. A non-corrosive deicer is needed to ensure that the de-icer does not corrode the steel reinforcing strands in the pre-cast concrete sections. Calcium Magnesium Acetate is a non-corrosive de-icer that is a proven product for the application and has also been proven to the the optimal product to use on brick paver lots.

**FUNDING SOURCE**
- [ ] Procurement budgeted for (FY and budget code(s)): 1500 1101 52270
- [ ] Budget Transfer (Date) _______________ Add'l Information

**DECISION MEMO NOT REQUIRED**
- [x] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 16-104-BF
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Apr 23, 2018</td>
<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></td>
<td>5/3/18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
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</tbody>
</table>

5/7/18
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Clark Devon Hardware, 6401 N.Clark St., Chicago, IL 60626 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to low bid #16-104 which became effective June 30, 2016. This contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-104 with pricing same as 2018 (see attached).

The contract renewal becomes effective June 30, 2018 contingent upon any applicable Parent Committee and Board approval.

CLAIRK DEVON HARDWARE

Signature on File

Date: 04/20/18

KENNETH R WALKER

PRINTED NAME

PRESIDENT

PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Date: 04/20/18

JOAN MCAVOY

Buyer II

Attachment: Clark-Dixon Hardware Company Inc. - Renewal (DT-P-0151-18 : Clark-Dixon Hardware Company, Inc.)
Required Vendor Ethics Disclosure Statement

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

Company Name: CLARK DEVON HARDWARE COMPANY

Contact Phone: 773-164-3366

Contact Email: kenwalchak@clark-devon.com

Date: __________

Bio/Contract/PO #:

6.G.d

Packet Pg. 71

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>
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<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
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<tbody>
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</table>

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

**NONE (check here) - if no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature:

Signature on File

Printed Name: KENNETH R. WALCHAK

Title: PRESIDENT

Date: 04/10/18

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev1.1
4/26/08
Requisition 25k and over

DT-P-0152-18

AWARDING RESOLUTION
ISSUED TO FINKBINER EQUIPMENT COMPANY
TO FURNISH AND DELIVER ONE (1) ROAD WIDENER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $54,750.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Finkbiner Equipment Company, to furnish and deliver one (1) road widener for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) road widener for the Division of Transportation, is hereby approved for issuance to Finkbiner Equipment Company, 15W400 North Frontage Road, Burr Ridge, Illinois 60527, for a contract total not to exceed $54,750.00; exempt from bidding per 55 ILCS 5/5-1022 (c) “Competitive Bids” not suitable for competitive bids.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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<tr>
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<td>$54,750.00</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Sole Source - Attach Sole Source Justification

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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<tbody>
<tr>
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<td>05/01/2018 11:41 AM</td>
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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>05/01/2018 4:04 PM</td>
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<tr>
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<tr>
<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
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<td>Finance Committee</td>
<td>Pending</td>
<td>05/22/2018 8:00 AM</td>
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<tr>
<td>County Board</td>
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<td>05/22/2018 10:00 AM</td>
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# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Finkbiner Equipment Company  
  **Vendor #:** 10151
- **Attn:** Andy Baran  
  **Email:** abaran@finkbiner.com
- **Address:** 15W400 North Frontage Road  
  **City:** Burr Ridge  
  **State:** IL  
  **Zip:** 60527
- **Phone:** 630-654-3700  
  **Fax:** 630-654-3792

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

### Send Payments To:
- **Vendor:** Finkbiner Equipment Company  
  **Vendor #:** 10151
- **Attn:** 
  **Email:**
- **Address:** 15W400 North Frontage Road  
  **City:** Burr Ridge  
  **State:** IL  
  **Zip:** 60527
- **Phone:** 630-654-3700  
  **Fax:**

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

### Payment Terms:
- **F.O.B.:**
- **PER 50 ILCS 505/1:**
- **Destination:**
- **PO 20 Delivery Date:** Jun 12, 2018
- **Requisitioner:** Darcie Garza, CPPB

### Use for:
- **Contract Administrator**
- **Contract Start Date**
- **Contract End Date**
- **Use for PO2S only**

<table>
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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<td>EA</td>
<td>Model FH R-RH</td>
<td>Road Widener</td>
<td>18</td>
<td>1500</td>
<td>3510</td>
<td>54110</td>
<td>54,750.00</td>
<td>54,750.00</td>
<td>54,750.00</td>
</tr>
</tbody>
</table>

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

To furnish and deliver one Full Hydraulic with remote control Road Widener with pintle hitch, push plate kit with hardware and single discharge curb attachment for a contract total with freight, not to exceed $54,750.00.

Call Joe Bechtold, 48 hours prior to delivery, reachable at 630-407-6931.

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

Email completed approved PO to Andy Baran

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

FY2018  
1500  
3510  
54110  
$54,750.00

DT-P-0152-18  
Transportation - 05/15/18  
County Board - 05/22/18

---

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

Vendor: Finkbiner Equipment Company
Vendor #: 10151
Contract Term: One Time Delivery
Contract Total: $54,750.00

Dept: Division of Transportation
Contact: Darcie Garza, CPPB
Phone: 630-407-6906
Assigned Committee: Transportation

Description of Procurement/ Scope of Work/ Background
To furnish and deliver one (1) Road Widener with options, as listed, for a contract total not to exceed $54,750.00.

Reason for Procurement
A skid steer attachment that lays down aggregate and is ideal for shouldering, asphalt patching, trench backfilling, road widening and curb backfilling.

FUNDING SOURCE

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

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ___________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sosl 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)

DG, CPPB
Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date

Chief Financial Officer
(Decision Memos Over $25,000)
Date
Chairman's Office
(Decision Memos Over $25,000)
Date
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

REQUISITION # 18-1500-063  DEPARTMENT Division of Transportation
MANUFACTURER Finkbiner Equipment Company  PRODUCT # Road Widener

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Model FH-R-RH Full Hydraulic with remote control Road Widener attachment. This skid steer attachment lays down aggregate and is ideal for shouldering, asphalt patching, trench backfilling, road widening and curb back filling.

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

REQUESTED SOURCE Finkbiner Equipment Company  CONTACT Andy Bazan
PHONE 630-654-3700  WEBSITE

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
This model is unique, as it is an implement that attaches to a skid steer. The only other implement style widener is designed to fit on a loader or a grader (Midland). Other models reviewed, were stand alone models at a much higher price point.

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

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
Midland - Attachment style widener, only available as an attachment for a loader or grader
LeeBoy, Weller and Blaw-Knox - Full size independent road wideners (higher price point)
Caterpillar, John Deere, Volvo and Komatsu - Road Wideners not available

SIGNATURE ON FILE
DEPARTMENT APPROVAL  DATE 5/1/18
PURCHASING REVIEW  DATE 5/4/18

Packet Pg. 76
DuPage County Division of Transportation 4/20/2018

Highway Maintenance Division

140 N. County Farm Road

Wheaton, IL 60187

Attention: Darcie Garza CPPB

Finkbiner Equipment Company is the sole authorized dealer for Northern Illinois for the Road Widener LLC. from Oconomowoc, Wisconsin.

This includes the Model FH R–RH Full Hydraulic with remote control Road Widener attachment.

Finkbiner Equipment is responsible for the sales and parts and service to support this product in this territory.

Please feel free to call or e-mail if you have any questions regarding this account.

Thanks

Andy Bazan

Finkbiner Equipment Co.

15W 400 North Frontage Road

Burr Ridge, IL 60527

630-654-3700 Office

630-654-3792 Fax
Required Vendor Ethics Disclosure Statement

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

Date: 4-20-2018

Company Name: FINKBINER EQUIPMENT CO.
Company Contact: ANDY BAZAN
Contact Phone: 630 654 3100
Contact Email: ABAZAN@FINKBINER.COM

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

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

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

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

Signature on File

Authorized Signature

Printed Name: ANDY BAZAN
Title: VP SALES
Date: 4-20-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ________ (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
TRAFFIC SIGNAL DESIGN ENGINEERING SERVICES
UPON REQUEST OF THE DIVISION OF TRANSPORTATION
SECTION 18-TSENG-01-EG
(CONTRACT TOTAL NOT TO EXCEED $250,000.00)

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

WHEREAS, the COUNTY requires Professional Traffic Signal Design Engineering Services, upon request of the Division of Transportation, Section 18-TSENG-01-EG; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Traffic Signal Design Engineering Services, and is willing to perform the required services for an amount not to exceed $250,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Christopher B. Burke Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed $250,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018, by and through the Division of Transportation.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
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SOLICITATION METHOD FOR SOURCE SELECTION

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

Eva Hitchcock  Completed  05/01/2018 7:19 AM
Christopher Snyder  Completed  05/01/2018 4:02 PM
Kathy Ostrowski  Completed  05/02/2018 12:48 PM
James McGuire  Completed  05/03/2018 2:12 PM
Paul Rafac  Completed  05/07/2018 7:40 AM
Tom Cuculich  Completed  05/09/2018 8:43 AM
Kathy Ostrowski  Completed  05/09/2018 9:01 AM
Transportation Committee  Pending  05/15/2018 10:00 AM
Finance Committee  Pending  05/22/2018 8:00 AM
County Board  Pending  05/22/2018 10:00 AM
## Purchase Requisition
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Christopher B. Burke Engineering, Ltd.
- **Attn:** G. Michael Ziegler, P.E., PTOE
  - **Email:** Mziegl@cbel.com
- **Address:** 9575 W. Higgins Road, Suite 600
- **City:** Rosemont
- **State:** IL
- **Zip:** 60018
- **Phone:** 847-823-0500
- **Fax:** 847-939-5214

### Send Invoices To:
- **Dept:** Division of Transportation
- **Attn:** Bill Eilson
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 6900
- **Fax:**

### Send Payments To:
- **Vendor:**
  - **Attn:**
  - **Address:**
  - **City:**
  - **State:** IL
  - **Zip:**
  - **Phone:**
  - **Fax:**

### Payment Terms
- **PER 50 ILCS 505/1**
- **F.O.B.**

### Ship To:
- **Dept:**
- **Attn:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

### PO 20 Delivery Date
- **Requisitioner**

### Use for
- **Contract Administrator**
- **Contract Start Date:**
- **Contract End Date:**
- **Jun 30, 2019**
- **PO25 only**

### Item Detail (Product #)

<table>
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<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
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<tr>
<td>1</td>
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<td>FA</td>
<td>18-TSENG-01-EG</td>
<td></td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
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<td>250,000.00</td>
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### Requisition Total

$ 250,000.00

### Header Comments
(These comments will appear on the PO20 and PO25 Purchase Order):

Traffic Signal Design Engineering Services at various locations, Section 18-TSENG-01-EG

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

### User Department Internal Notes
(These comments will NOT appear on the Purchase Order):

**DT-P-0136-18**
- Transportation - 05/15/18
- County Board - 05/22/18

---

**DO NOT SEND P.O. DOT ONLY**
## Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Contract Term</th>
<th>Contract Total</th>
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<tbody>
<tr>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>10234</td>
<td>Through 06/30/19</td>
<td>$250,000.00</td>
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<tr>
<th>Dept:</th>
<th>Contact</th>
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<tr>
<td>Division of Transportation</td>
<td>Bill Edson</td>
<td>6900</td>
<td>Transportation</td>
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**Description of Procurement/Scope of Work/Background**

Traffic Signal Design Engineering Services at various locations, Section 18-TSENG-01-EG

**Reason for Procurement**

See attached decision memo

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
- [ ] Budget Transfer (Date)       Add'l Information

### DECISION MEMO NOT REQUIRED

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

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

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (include Evaluation Summary if applicable)
- [x] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 I.C.S 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>EMH</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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</tbody>
</table>

Attachment: Christopher B. Burke Engineering, Ltd. - Checklist (DT-P-0136-18 : Christopher B. Burke Engineering, Ltd.)

Packet Pg. 82
Decision Memo
Procurement Services Division

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

Requesting Department: Department of Transportation
Contact Email: william.eidson@dupageco.org
Vendor Name: Christopher B. Burke Engineering, Ltd.

Department Contact: William Eidson
Contact Phone: 630 407-6890
Vendor #: 

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

The Division of Transportation (DOT) is in need of professional design engineering services for traffic signal design and analysis projects.

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

As noted above, the DOT periodically requires the services of a consultant to perform design engineering on traffic projects for various locations on our County Highway Systems.

Strategic Impact

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

In order to perform various design and analysis tasks for traffic engineering projects, it would be more cost effective to perform these tasks under a various type contract. The other option would be to prepare design plans and analyses in-house, which would take additional staff time to complete.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Proposals were received from 23 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that Christopher B. Burke Engineering, Ltd., is most qualified and has the staff available to perform the work on behalf of the County.

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

Staff recommendation is to award a Design Engineering contract to Christopher B. Burke Engineering, Ltd. Other options would be to award a Design Engineering contract to another firm or to perform the work utilizing in-house staff. The DOT does have the capability to perform traffic engineering design with our in-house staff. However, because of the specialized and time-consuming design requirements for traffic signals, it often conflicts with other staff assignment priorities and limits the ability to perform independent design review. The DOT feels it is in the best interest of the County to award a contract to Christopher B. Burke Engineering, Ltd.. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized.

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

The FY18 fiscal impact for this contract is anticipated to be $250,000.00. The DOT has allocated sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS 
AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR TRAFFIC SIGNAL DESIGN ENGINEERING SERVICES 
VARIOUS LOCATIONS 
SECTION NO. 18-TSENG-01-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Christopher B. Burke Engineering, Ltd., licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

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

WHEREAS, the COUNTY requires traffic signal design engineering services for various county highway improvements upon request (hereinafter referred to as “Work Orders”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such traffic signal design engineering services and is willing to perform the required services upon request for a total amount not to exceed $250,000.00; and

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

WHEREAS, the COUNTY has developed an Environmental Roadway Design and is incorporating said design into all Projects. The CONSULTANT acknowledges the necessary resources to comply with the
Environmental Roadway Design in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has adopted a DuPage County Healthy Roads Initiative pursuant to COUNTY Resolution DT-0033-04, incorporated herein by reference and as amended from time to time and transportation projects are required to conform to the Resolution. The CONSULTANT acknowledges the necessary resources to comply with the DuPage County Healthy Roads Initiative in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that the contractor complies with the Stormwater Ordinance in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT;

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

1.0 INCORPORATION AND CONSTRUCTION

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

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

2.0 SCOPE OF SERVICES

2.1 Services including, but not limited to, traffic signal design engineering services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT shall complete all of the work set forth in said
exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with Work Order(s) described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

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

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in the Scope of work for the COUNTY.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2019 unless the term of this AGREEMENT is extended.

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

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in the approved Work Order(s).

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $250,000.00. This amount is a “not to exceed” amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

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

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

7.5 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

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

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

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation
specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”

7.9 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.10 Upon acceptance of all deliverables specified as approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

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

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

9.3 Any indemnity as provided in this AGREEMENT shall
not be limited by reason of the enumeration of any
insurance coverage herein provided. The CONSULTANT’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

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

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

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S option have the responsibility to cure same under this provision.
10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those
contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on June 30, 2019, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2019.

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

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

16.0 TERMINATION

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

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

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

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

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

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

21.0 NOTICES

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

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
ATTN: G. Michael Ziegler, P.E., PTOE
Phone: 847.823.0500
Facsimile: 847.939.5214
Email: mjiegler@cbel.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.2 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in approved Work Orders.

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

COUNTY OF DUPAGE

BY: Daniel J. Cronin, Chairman
    DuPage County Board

CHRISTOPHER B. BURKE ENGINEERING, LTD.

BY: NAME: Christopher B. Burke
    TITLE: President

ATTEST BY: Signature on File

Paul Hinds, County Clerk

ATTEST BY: Signature on File

NAME:(Name)
TITLE: (Title)
18-TSENG-01-EG

EXHIBIT A

SCOPE OF SERVICES

The consultant will provide traffic signal design engineering services on an "as-needed" basis at locations to be determined. All tasks will be conducted on a work order basis. For each task performed, a specific scope of work and fee estimate will be developed by the Consultant and submitted to the DuPage County Division of Transportation (DuDOT) for approval prior to start of any work.

The various services that may be requested, but are not limited to, the following:

1. IDS and Geometric Reviews

The scope of services will include items necessary to conduct geometric reviews of intersections and Intersection design studies (IDS). Scope items in this section include:

- Traffic forecasts
- Intersection capacity analyses
- Queue calculations
- Auto TURN turning movements studies
- Preliminary intersection geometric design

All aspects of IDS development and geometric reviews will be conducted according to DuDOT and IDOT Standards and Guidelines. Standard IDS plan sheets will be used to tabulate the results of the traffic analyses and display existing topographic survey proposed geometric design features. Separate plan sheets will be produced as needed to display roadway profiles and turning movement envelopes for the design vehicle(s) through the intersection.

2. ADA/PROWAG Review and Application

A variety of services may be performed to assist the DuDOT in the review and application of ADA/PROWAG policy throughout the County. The services performed could entail any of the following:

- ADA Transition Plan development or implementation
- ADA Compliance Field Assessment Report
- Public Involvement, including meetings with county staff, local stakeholders and the public
- Review of PS&E documents prepared by in-staff or consultants
- Design of ADA accessible facilities
- Permitting assistance

EXHIBIT "A"

Page 1 of 3
3. PS&E Development

The scope of services shall include engineering services and all work associated with the complete preparation of plans, special provision and estimates for projects throughout DuPage County. The proposed projects may consist of installation of new traffic signals, modifications and modernization of existing traffic signal systems, central system expansion, and lighting system design. Project work is also expected to include site inspections, field measurements, performing all design functions and calculations. It is anticipated that DuDOT will supply any available-existing and proposed roadway plans including utilities, ROW information as well as record drawings. Any new plan sheets will be prepared utilizing all Microstation (CAD) line work and symbols. Design shall conform to current issues of the following: DuPage County Division of Transportation Project Manual, State Standard Specifications, MUTCD for streets and highways, and all applicable NEC, NEMA, AASHTO, FHWA, IESNA RP-8, DuDOT and District 1 Standards and Guidelines. Work for this project will be in English units.

Work performed for the categories underneath may consist of any of the following tasks listed below them:

- Central Signal System Expansion, ISTHA & IDOT Coordination
  - Preparation of documents for the installation of underground conduit, fiber optic cable, tracer cable, Layer II & III switches, PTZ cameras, traffic signal software or controller upgrade, and other ITS and communications equipment, for the expansion of the DuDOT Central Signal System.
  - Coordination of design and construction with ISTHA and IDOT to facilitate permit approvals and any necessary connections to existing fiber optic networks.

- Traffic Signals
  - Site visits, investigation of existing system and data collection
  - Temporary Signal and Cable Plans
  - Temporary Interconnect Plan and Schematic
  - Permanent Signal and Cable Plan
  - Permanent Signal Plan and Schematic
  - Vehicle Preemption
  - Local agency, utility, and/or Railroad (ICC) coordination

- Lighting Systems, Photometrics
  - Site visits, investigation of existing system and data collection
  - Photometric computations and concept design report
  - Lighting Removal Plan (if needed)
  - Lighting Temporary Plan (if needed)
  - Proposed Lighting Plan
  - Local agency and utility coordination
4. **Grant Applications (DCEO/CMAQ)**

Development and/or assistance with the preparation of any and all applicable documentation for grants such as the 2016-2017 IL Energy Now Public Sector - Department of Commerce and Economic Opportunity Grant, and Congestion Mitigation and Air Quality (CMAQ) Improvement Program.

5. **ITS Review and Application**

Review and application of Intelligent Transportation Systems may include but is not limited to the following:

- Preparation and/or review of documents for installation of underground conduit, fiber optic cable, tracer cable, Layer II switches, PTZ cameras, traffic signal software or controller upgrade, and other ITS and communications equipment.
- Coordination of design and construction with outside agencies.
- Review and recommendations of current installations of ITS equipment.
- Research and implementation of new ITS technologies.
EXHIBIT B

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# EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**

Consultant Employee Rate Listing

**CONSULTANT:** Christopher B. Burke Engineering, Ltd.

**PROJECT:** Traffic Signal Design Engineering Services;
Section No. 18-TSENG-01-EG

<table>
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<th>Classification</th>
<th>Rate Range</th>
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</tr>
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Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 4-17-18

Approved By COUNTY:

Signature on File

Date: 5/14/18
Exhibit C Notes

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

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

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

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
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<th>ITEM</th>
<th>ALLOWABLE</th>
<th>QUANTITY</th>
<th>CONTRACT</th>
<th>TOTAL</th>
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<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
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<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
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<td>Overnight Delivery/Postage/Courier Service</td>
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<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADO</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Advertisements</td>
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<td></td>
<td>$0.00</td>
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<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Handicaps &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
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<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer/Drainage and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Utility Exploratory Testing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>TOTAL DIRECT COST</td>
<td></td>
<td></td>
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<td>$0.00</td>
</tr>
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</table>

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

LEGEND
W.O. = Work Order
J.E. = Job Specific
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: Christopher B. Burke Engineering, Ltd.  
Company Contact: G. Michael Ziegler  
Contact Phone: 847-223-0500  
Contact Email: mziegler@cbbel.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, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Eckhoff</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>Jan 22, 2018</td>
</tr>
</tbody>
</table>

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

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

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

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

I hereby acknowledge:

Authorized Signature

Printed Name

Title

Date

Packet Pg. 114
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</thead>
<tbody>
<tr>
<td>Jim Zay</td>
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<td>Political Donation</td>
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<td>02/20/17</td>
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<tr>
<td>Janice Anderson</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
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<tr>
<td>Donald Puchalski</td>
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<tr>
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<tr>
<td>Brian Krajewski</td>
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<td>07/24/17</td>
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<td>Sam Tornatore</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
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<td>08/28/17</td>
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<td>Pete DiCianni</td>
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<td>09/18/17</td>
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<td>Amy Grant</td>
<td>Christopher B. Burke Engineering, Ltd.</td>
<td>Political Donation</td>
<td>$250.00</td>
<td>11/14/17</td>
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</tbody>
</table>

Signature on File

Signature: [Signature]

Date: 04/18/18

Packet Pg. 115
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND A. EPSTEIN AND SONS INTERNATIONAL, INC.
FOR PROFESSIONAL HEATING AND MECHANICAL
INVESTIGATION SERVICES FOR BUILDING 140
(CONTRACT TOTAL NOT TO EXCEED $50,000.00)

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

WHEREAS, the COUNTY requires Professional Heating and Mechanical Investigation Services for Building 140; and

WHEREAS, A. Epstein and Sons International, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Heating and Mechanical Investigation Services, and is willing to perform the required services for an amount not to exceed $50,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and A. Epstein and Sons International, Inc. be hereby accepted and approved for a contract total not to exceed $50,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to A. Epstein and Sons International, Inc., 600 West Fulton Street, Chicago, Illinois 60661, by and through the Division of Transportation.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**
This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Through 11/30/18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Solicitation Method for Source Selection</th>
</tr>
</thead>
</table>

*Decision Memo Required*  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed 05/03/2018 9:05 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed 05/03/2018 11:36 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 05/03/2018 4:06 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed 05/07/2018 8:15 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed 05/08/2018 7:33 AM</td>
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<tr>
<td>Tom Cuculich</td>
<td>Completed 05/08/2018 7:37 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed 05/09/2018 8:28 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending 05/15/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending 05/22/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending 05/22/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

- **Vendor:** A. Epstein and Sons International, Inc.
- **Vendor #:**
- **Attn:** Jim Jirsa
  - **Email:** jjirsa@epsteinglobal.com
- **Address:** 600 W. Fulton Street
- **City:** Chicago
  - **State:** IL
  - **Zip:** 60661
- **Phone:** 312-454-9100
  - **Fax:** 312-559-1217

### Send Invoices To:

- **Dept:** Division of Transportation
- **Division:**
- **Attn:** Mike Tuman
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 6900
- **Fax:**

### Send Payments To:

- **Vendor #:**
- **Attn:**
- **Address:**
- **City:**
  - **State:** IL
  - **Zip:**
- **Phone:**
- **Fax:**

### Ship To:

- **Dept:**
- **Division:**
- **Attn:**
- **Address:**
- **City:**
  - **State:** IL
  - **Zip:**
- **Phone:**
- **Fax:**

### Payment Terms

- **PER 50 ILCS 505/1**
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**
  - **Use for:** Contract Administrator
  - **Contract Start Date:**
  - **Contract End Date:** Nov 30, 2018

<table>
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<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>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>Professional Heating/ Mechanical Investigation Services</td>
<td>1500</td>
<td>3500</td>
<td>S3090</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td></td>
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</table>

**Requisition Total:** $50,000.00

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

- Professional Heating/Mechanical Investigation Services for Building 140

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

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

- DT-P-0153-18
  - Transportation - 05/15/18
  - County Board - 05/22/18

---

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

---

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** A. Epstein and Sons International, Inc.  
**Vendor #:** 11902  
**Contract Term:** Through 11/30/18  
**Contract Total:** $50,000.00

<table>
<thead>
<tr>
<th>Dept.</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Mike Tuman</td>
</tr>
<tr>
<td>Phone</td>
<td>6900</td>
</tr>
<tr>
<td>Assigned Committee</td>
<td>Transportation</td>
</tr>
</tbody>
</table>

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

Professional Heating/Mechanical Investigation Services for Building 140

### Reason for Procurement

See attached decision memo

---

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-53090

- [ ] Budget Transfer (Date) ___________ Add'l Information

---

### DECISION MEMO NOT REQUIRED

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

---

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

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

---

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

**Emh**  
Prepared By: [Signature]  
Date: May 1, 2018

Recommended for Approval  
Date: S/3/18

IT Approval, if required  
Date: ___________

---

### REVIEWED BY (Initials Only)

**Buyer**  
Date: 5-4-18

Procurement Officer  
Date: ___________

**Chief Financial Officer**  
Date: 5-8-18

Chairman's Office  
Date: ___________

---

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

<table>
<thead>
<tr>
<th>Requesting Department: Department of Transportation</th>
<th>Department Contact: Michael Tuman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:michael.tuman@dupageco.org">michael.tuman@dupageco.org</a></td>
<td>Contact Phone: 630 407-6885</td>
</tr>
<tr>
<td>Vendor Name: A. Epstein and Sons International, Inc.</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

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

The Division of Transportation (DOT) is in need of professional mechanical and electrical engineering services to investigate the replacement of the rooftop air handling units and boiler system in the 140 Building for the period through November 30, 2018 for a total contract amount not to exceed $50,000.

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

Facilities Management staff completed a detailed 20 year capital plan of county facilities including all mechanical, electrical, and plumbing systems. The County requires professional mechanical and electrical service to provide the survey and assessment of the rooftop air handling units and boiler for the 140 Building to allow for budget development for the replacement project based upon a detailed scope.

**Strategic Impact**  
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.

It is necessary to operate, maintain, and keep in good repair the buildings necessary for county operations.

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

Facilities Management staff solicited interest through a QBS process during which sixteen responses were received and three firms were shortlisted. Through a forced ranking system, Facilities Management determined that A. Epstein and Sons International Inc. possesses the qualified engineering staff on board to provide mechanical and electrical engineering service on behalf of the County.

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

1) Approve a contract purchase order to A. Epstein and Sons International Inc. to provide professional engineering service to investigate the replacement of the rooftop air handling units and boiler for the 140 Building. (Recommended)  
2) Select a different consultant, however A. Epstein and Sons International Inc. has the qualified engineering staff and the expertise to perform the professional mechanical and electrical engineering services needed for this project.

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

The FY18 fiscal impact for this contract is anticipated to be $50,000.00. The DOT has allocated sufficient funds in the FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS 
AND A. EPSTEIN AND SONS INTERNATIONAL, INC. 
FOR PROFESSIONAL HEATING/Mechanical 
Investigation Services 
For Building 140

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and A. Epstein and Sons International, Inc., licensed to do business in the State of Illinois, with offices 600 West Fulton Street, Chicago, Illinois 60661-1259 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

REcITALS

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

WHEREAS, the COUNTY requires professional heating/mechanical investigation services for building 140 (hereinafter referred to as “PROJECT”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional heating/mechanical investigation services for building 140 and is willing to perform the required services for an amount not to exceed $50,000.00; and

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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

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

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

2.0 SCOPE OF SERVICES

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

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.

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

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its subcontractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely
responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

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

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman.

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

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

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

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

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2018, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $50,000.00. This amount is a “not to exceed” amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

For work performed, the COUNTY shall pay the CONSULTANT in accordance with the Schedule of Fees and/or hourly rates attached and incorporated hereto as Exhibit C. The CONSULTANT may not charge the COUNTY for direct expenses not included in the Schedule of Fees.

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

7.4 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted on IDOT’S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.
The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.5 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”

7.6 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.7 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the
term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

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

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

9.0 INDEMNIFICATION

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

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

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.
12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges knowledge of the COUNTY’S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2018, or to a new date agreed upon by the parties, or
(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2018.

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

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

16.0 TERMINATION

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

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

A. Epstein and Sons International, Inc.
600 West Fulton Street
Chicago, IL 60661-1259
ATTN: Jim Jirsa
Executive Managing Director
Chief Financial Officer
Phone: 312.454.9100
Facsimile: 312.559.1217
Email: jjursa@epsteinglobal.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.Snyder@dupageco.org
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain
access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY can not secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT’S request, proof of the COUNTY’S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE

BY: Daniel J. Cronin, Chairman
DuPage County Board

ATTEST BY:

Paul Hinds, County Clerk

A. EPSTEIN AND SONS INTERNATIONAL

NAME: James J. Randolph
TITLE: EVP, President

01 Project Scope of Work

01.1 General

Description

A. The Department of Transportation (DOT) Building 140 located in Wheaton, IL requires modifications/upgrades to existing building components. Building 140 is currently operated by the DOT but is maintained by DuPage County Facilities Management. The extent of modifications are as follows.

1. Air Handling Systems

   a. RTU1 – Unit currently serves office and ancillary spaces. It is currently beyond life expectancy and is in need of replacement.

   b. RTU2 – Unit currently serves office and ancillary spaces. Unit is currently in working order but will require additional investigation to determine operational performance.

   c. RTU3 - Unit currently serves office and ancillary spaces. Unit is currently in working order but will require additional investigation to determine operational performance.

   d. RTU4 – Unit is relatively new and in good working order.

2. Boilers

   a. There are two existing boilers (circa 1950) that used to provide heating (steam) to the entire facility. In recent years the office portion of the building has been divorced from the steam system in lieu of gas fired roof top units. The boilers still serve the garage heating via localized space fan units. The intent is to remove these boilers.

3. Garage Heating

   a. Existing localized steam space fan units will be removed and replaced with alternative heating system. Epstein will evaluate several options based upon prior design work completed with Tollway.

4. Garage Ventilation
a. Existing garage ventilation will be assessed to determine if applicable codes are currently being met for proper ventilation. If system requires replacement Epstein will evaluate several options based upon prior design work completed with IDOT.

5. Building Controls
   a. It is anticipated that all new equipment will be tied into the existing campus system.
   b. Epstein will investigate the ability to tie in existing equipment into the existing campus system.

6. Electrical Service
   a. The current electrical service equipment (120/208) (circa 1950) is beyond life expectancy and will be replaced.

7. Generator / Transfer Switch
   a. The backup generator has outlived its useful life and will be replaced. Epstein will work with DOT staff to determine the size of the new unit and specifically, what systems require generator power (evaluate what should be going to the generator, and what currently goes to the generator).
   b. Transfer switch is in need of replacement.

**Objectives**

A. Budget pricing for project completed by June 1, 2018.

B. Design and permitting need to be completed in FY2018 such that construction can be completed in FY2019.

**Basis of Proposal**

A. Service within this proposal are based upon the following documents.
   1. Site Visit (Dated 03/09/2018).

**Project Services**

A. The following represents services that will be completed for each area and or building.

<table>
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<tr>
<th>Space / Area Description</th>
<th>Approximate Area Sq. Ft. (1)</th>
<th>Architectural</th>
<th>Interiors</th>
<th>Structural</th>
<th>Civil</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Plumbing</th>
<th>Fire Protection</th>
<th>Process</th>
<th>Lighting</th>
<th>Low Voltage</th>
<th>Construction</th>
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<tr>
<td>Office (2 Levels)</td>
<td>≈28,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Areas approximated by scaling Google Maps.
### Project Phases

A. The following represents phases to complete the project and the respective services offered at each phase.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Architectural</th>
<th>Interiors</th>
<th>Structural</th>
<th>Civil</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Plumbing</th>
<th>Fire Protection</th>
<th>Process</th>
<th>Lighting</th>
<th>Low Voltage</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### Project Schedule

A. The following represents anticipated project schedule based upon Epstein professional experience with similar projects.

<table>
<thead>
<tr>
<th>Phases</th>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
<th>Estimated Weeks</th>
<th>Estimated Months</th>
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</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>TBD</td>
<td>TBD</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
02 Design Services

02.1 Codes

General
A. Research relevant codes and agencies.

02.2 Public Utilities (Non-Civil)

Electric
A. Coordinate utility service from property line to entrance of building. Design shall include but not be limited to ductbanks, manholes, handholes, conduits, pads and electrical equipment.
B. Provide design information to Civil Engineer for coordination of other site work.

Gas / Water
A. No upgrade to gas/water utilities anticipated for this project

Storm / Sewerage
A. No upgrade to storm/sewerage utilities anticipated for this project

02.3 Field Investigation / Existing Conditions

Client and Real Estate Broker Responsibilities
A. DuPage County Facilities Management and/or Real Estate Broker will provide available documentation for the existing conditions assessment. This will include site surveys, site and building plans, specifications, as-built plans, soil and substrata reports, warranties and service agreements currently in effect, previous Consultants reports, and any additional documentation regarding existing conditions. If additional documentation is required but unavailable, Epstein, Client and Real Estate Broker will jointly determine how to obtain that documentation. It is also expected the Client and Real Estate Broker will provide full accessibility to the site and will meet with the Epstein team on-site to determine report requirements and priorities.

General
A. Field investigation will be conducted to determine existing conditions, record equipment locations, equipment data and verify as-built documentation (if available).
B. As-built information to be provided as listed above. In the absence of as-built documentation existing conditions will be verified by field investigation.
C. Documentation and verification of existing conditions will cover only those items which are readily observable and accessible and will be limited to such equipment/systems affected by the requirements of the project unless otherwise indicated. For equipment and associated material not readily accessible Epstein will rely on as-built drawings or thorough investigation by on-site contractor.

02.4 Architecture

Design Scope
### Structural

#### Design Scope

<table>
<thead>
<tr>
<th>System</th>
<th>Included</th>
<th>General Scope / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis of Design</td>
<td>Yes</td>
<td>• Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td>$3,400</td>
<td>o Boiler Removal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Electrical Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Roof</td>
</tr>
</tbody>
</table>

### Construction

#### Design Scope

<table>
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<th>General Scope / Comments</th>
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</thead>
<tbody>
<tr>
<td>Basis of Design</td>
<td>Yes</td>
<td>• Development of ROM costs from the Basis of Design produced by electrical, structural, mechanical and architectural.</td>
</tr>
<tr>
<td></td>
<td>$4,000</td>
<td></td>
</tr>
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</table>
02.7 Mechanical

System Selection

A. EPSTEIN mechanical design will analyze and recommend systems that consider such factors as project location, climate, comfort, budget, energy consumption, operations and client requirements. EPSTEIN will not attempt to analyze every potential mechanical system but will focus on no more than three systems based upon professional experience with similar projects or per client request.

Design Scope

<table>
<thead>
<tr>
<th>System</th>
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<th>General Scope / Comments</th>
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<td>• Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Boiler Removal</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>o Garage Exhaust</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Garage Heating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Roof Top Unit Assessment</td>
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<tr>
<td></td>
<td></td>
<td>o Building Management System</td>
</tr>
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<td></td>
<td></td>
<td>o Geothermal</td>
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02.8 Electrical

Design Scope
### Basis of Design

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<th>Included</th>
<th>General Scope / Comments</th>
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<tbody>
<tr>
<td>Basis of Design</td>
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<td>- Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Main Electrical Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Generator / Transfer Switch</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Lighting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Roof Top Units</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Garage Heating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Ventilation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Boiler Removal &amp; Replacement</td>
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<td></td>
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<td>o Photovoltaic</td>
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### Plumbing

**Design Scope**

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<tbody>
<tr>
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<td>- Basis of Design document will be developed during the Investigation phase of the project. This document will be a comprehensive document that verbally describe along with appropriate diagrams the intended design scope of work along with all anticipated options. It will be used to determine anticipated ROM costs and allow DuPage County Department of Facilities Maintenance and Department of Transportation (DOT) to decide final direction prior to starting Design phase. Items explored in the Basis of Design document will include.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Main Electrical Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Generator / Transfer Switch</td>
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<tr>
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<td>o Lighting</td>
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<td>o Roof Top Units</td>
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<td>o Garage Heating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Ventilation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Boiler Removal &amp; Replacement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Photovoltaic</td>
</tr>
</tbody>
</table>

### Fire Protection

**Design Scope**

<table>
<thead>
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<th>System</th>
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<th>General Scope / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Protection</td>
<td>No</td>
<td>- No work required.</td>
</tr>
</tbody>
</table>
03 Project Deliverables

03.1 Demolition Drawings

General

A. Demolition drawings will be prepared for the following components of the project.

B. Drawings will be prepared to indicate general scope of demolition and not all components of a system to be removed will be explicitly shown. Additional language will be included in project documents to convey demolition requirements not specifically indicated on the demolition drawings.

03.2 Study (Survey & Validation)

General

A. The intent during the study phase is to explore, with enough in-depth analysis and investigation, potential solutions and capture in a Basis of Design document. This comprehensive document will outline in narrative format the potential design scenarios without having to complete design drawings. This will create a greater opportunity to have a more fluid discussion between Epstein, DuPage and project stakeholders about design direction and cost.

Architectural

A. Preliminary architectural plans.

Construction

A. Budgetary report based upon Basis of Design document.

Mechanical / Electrical / Plumbing

A. Basis of Design narrative that will provide the cornerstone for the design moving forward. This narrative will seek to capture the following components.

1. Recommended design path.
2. Existing conditions assessment.
3. Remedial work requirements.
4. Identification of deficient conditions and recommendations.

03.3 Construction Documents

General

A. Final preparation of drawings and specifications establishing the requirements for construction of the project. The construction documents will describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents are intended to be consistent with the project program, the construction budget, and the project schedule.

B. The construction documents will serve as a basis for obtaining bids from contractors and are used by contractors to obtain price quotes from subcontractors

Architecture

A. Architectural plans as required to allow completion of the project. Intended deliverable include the following:

1. Roof patching.

Architecture / Interiors / Engineering / Construction
600 West Fulton Street, Chicago, Illinois 60661-1259
2. Curb adjustment (Larger / Smaller)
3. Waterproofing and flashing.
4. Boiler room modifications to satisfy new electrical service.

**Mechanical / Electrical / Plumbing**

A. Equipment Layout(s)
B. Plan(s)
C. Riser Diagram(s)
D. System Diagram(s)
E. Equipment Schedule(s)
F. System Standard(s)
G. Control Diagrams
H. Sequence of Operations
I. Specifications

**03.4 Construction Administration**

**General**

A. Provide construction administration services for the duration of construction.

**Mechanical / Electrical / Plumbing**

A. Review and respond to shop drawings and submittals.
B. Review and respond to RFI.
C. Attend on-site construction meetings.
   1. Assume one engineer/architect one meeting per month.
D. On-site witness of system testing services as required by specifications.
E. Provide substantial completion punchlist.
04 Assumptions / Exclusions

04.1 Public Utilities

A. EPSTEIN assumes that existing public utilities are adequate to serve the proposed project.

04.2 Existing Base Building Systems

A. EPSTEIN assumes that the base building electrical, mechanical, water and gas infrastructure is adequate to handle the proposed renovation. Additional services will be required if existing base building systems require extensive upgrade or Owner selects alternate system.

B. Ductwork and piping currently connected to existing air handling units will be adequate for reconnection to new air handling units without modifications.

C. Existing building will have to be re-balanced after installation of new air handling units. Oversight or design documentation necessary to facilitate re-balance is not covered in this proposal.

04.3 Structural

A. EPSTEIN assumes that modification to structural building elements such as supports, beams, slabs and foundation will not be required. If modifications are necessary then additional services for this effort will be required and negotiated with Owner.

04.4 Site Conditions

A. Site condition information and local utility studies will be provided by others.

04.5 Civil Engineering

A. The following scope of work and information shall be completed/provided by others.

B. All electrical, sanitary, storm and telecommunications infrastructure shall be fully coordinated and routed to within 5'“O” of building footprint for connection by EPSTEIN.

04.6 Operations & Maintenance Manuals

A. Operation and maintenance manuals for building systems and equipment will be provided by others.

04.7 Bill of Materials

A. Provided by others.

04.8 Training Manuals & Seminars

A. Training material and seminars will be provided by others.

04.9 Commissioning

A. Commissioning activities as it relates to the design and construction process to be provided by others.
05 Compensation - Expenses

05.1 General

A. Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the project, as identified in the following clauses:

1. Expense of postage, courier and messenger service, and handling of drawings, specifications and other documents, in connection with the project.
2. Expense of reproduction to include but not be limited to sepia, blueline and photocopies.
3. Expenses for special services or supplies applicable to the project, such as outside technical consultants, outside laboratory expenses, and other identifiable costs.

05.2 Reimbursable Expenses

A. The following reimbursable expenses are expected to be incurred for this project.

1. Plotting / Printing

05.3 Consultants

A. The following consultants will be retained by Epstein.

1. No retained consultants.
## 06 Compensation - Fees

### 06.1 Basic Services

**Compensation Table**

A. Compensation for design services will be provided as outlined in the table below and compensated on a lump sum FIXED FEE basis.

<table>
<thead>
<tr>
<th>Phase / Task</th>
<th>Labor Compensation</th>
<th>Estimated Direct Expenses</th>
<th>Retained Consultants</th>
<th>Total Fee</th>
<th>Estimated Reimbursable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture</td>
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<td>NA</td>
<td>$3,400</td>
<td>$200</td>
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<tr>
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<td>NA</td>
<td>$31,000</td>
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<tr>
<td>Construction</td>
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<td>NA</td>
<td>$4,000</td>
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<tr>
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<tr>
<td>Design</td>
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<tr>
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<td>Architecture</td>
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</tr>
<tr>
<td>Engineering</td>
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</tr>
<tr>
<td>Construction</td>
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<tr>
<td>Structural</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### 06.2 Additional Services

**General**

A. Any supplemental services required, and duly authorized by DuPage County Division of Transportation are in addition to the lump sum fee quoted above and will be billed in accordance with the attached rate schedule, or as negotiated, based on the specific individuals involved. It is understood that the supplemental services are not included in the lump sum fee amount.

**Agreed Services**

---

*Architecture / Interiors / Engineering / Construction*

*600 West Fulton Street, Chicago, Illinois 60661-1259*
**08 Hourly Rates (2018)**

### 08.1 General

A. Should adjustments of this agreement be required for reasons as listed in this proposal the hourly rates as indicated in the table below shall be utilized to establish fees.

B. Rates are subject to change January 1, 2019.

<table>
<thead>
<tr>
<th>Architecture</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Design Architect</td>
<td>$194</td>
</tr>
<tr>
<td>Senior Technical Architect</td>
<td>$194</td>
</tr>
<tr>
<td>Senior Project Architect</td>
<td>$150</td>
</tr>
<tr>
<td>Senior Sustainability Analyst</td>
<td>$150</td>
</tr>
<tr>
<td>Specifier</td>
<td>$149</td>
</tr>
<tr>
<td>Senior Technical Professional</td>
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</tr>
<tr>
<td>Design Architect</td>
<td>$115</td>
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<td>Project Architect</td>
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<td>Technical Professional</td>
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<td>Architect</td>
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<td>Assistant Specifier</td>
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<table>
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<tbody>
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</tr>
<tr>
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<tr>
<td>Senior Technical Engineer</td>
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<td>$149</td>
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<tr>
<td>Technical Engineer</td>
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<tr>
<td>Senior Design Engineer</td>
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<tr>
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<tr>
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<td>$174</td>
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<td>Senior Design Engineer</td>
<td>$121</td>
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<tr>
<td>Senior Designer</td>
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<tr>
<td>Design Engineer</td>
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<thead>
<tr>
<th>Management / Support</th>
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<tbody>
<tr>
<td>Principals / Discipline Director</td>
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<td>Global BIM Strategist</td>
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<td>Project Manager</td>
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<td>Associate Project Manager</td>
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<td>Senior Administrative Assistant</td>
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</tr>
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<td>Senior Project Architect</td>
<td>$150</td>
</tr>
<tr>
<td>Project Manager</td>
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<td>Project Architect</td>
<td>$115</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
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<td>Associate Project Manager</td>
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<tr>
<td>Senior Project Engineer</td>
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<td>Project Engineer</td>
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<tr>
<td>Senior Design Engineer</td>
<td>$110</td>
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<tr>
<td>Design Engineer</td>
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<tr>
<td>Senior Designer</td>
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<table>
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<tr>
<td>Field Manager</td>
<td>$180</td>
</tr>
<tr>
<td>Preconstruction Manager</td>
<td>$168</td>
</tr>
<tr>
<td>Assistant Field Manager</td>
<td>$165</td>
</tr>
<tr>
<td>Safety Manager</td>
<td>$134</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$131</td>
</tr>
<tr>
<td>Construction Specialist</td>
<td>$109</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$95</td>
</tr>
<tr>
<td>Assistant Project Engineer</td>
<td>$85</td>
</tr>
<tr>
<td>Field Administrative Assistant</td>
<td>$54</td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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: Kevin Christensen
Title: Vice President and Director of MEP Engineering
Date: May 1, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Awarding Resolution

AWARDING RESOLUTION
TO DENLER, INC.
2018 PAVEMENT PRESERVATION/CRACK SEALING PROGRAM
FOR THE DIVISION OF TRANSPORTATION
SECTION 18-CRKSL-04-GM
(COUNTY COST: $42,006.03)

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

WHEREAS, bids were solicited through the Municipal Partners Initiative for the 2016 construction year that also included optional years 2017 and 2018; and

WHEREAS, per the invitation to bid, the award of a contract was based on the lowest responsible bidder for year 1 (2016); and

WHEREAS, the lowest responsible bidder for 2016 was determined to be Denler, Inc; and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges and appurtenances, including crack sealing; and

WHEREAS, it is in the best interest of the County of DuPage to contract with Denler, Inc. for our 2018 Pavement Preservation/Crack Sealing Program in the amount of $42,006.03.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions and specifications set forth in said contract proposal be, and is hereby entered with Denler, Inc., 19148 South 104th Avenue, Mokena, Illinois 60448 in the amount of $42,006.03; and

BE IT FURTHER RESOLVED that monies be set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-53320</td>
<td>$42,006.03</td>
</tr>
</tbody>
</table>

; and

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

DT-R-0181-18

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

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Required Vendor Ethics Disclosure Statement

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

Company Name: Denler, Inc
Company Contact: David J Denler
Contact Phone: 708-479-5005
Contact Email: ddenler@denlerinc.com

Date: May 8, 2018

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

Authorized Signature

Printed Name: David J Denler
Title: President
Date: May 8, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
Resolution

DT-R-0182-18

AWARDING RESOLUTION
TO MARTAM CONSTRUCTION, INC.
2018 RETAINING WALL REPAIR PROGRAM
SECTION 18-RETWL-01-MS
(COUNTY COST: $583,888.50)

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

WHEREAS, the County of DuPage has published a contract proposal for the 2018 Retaining Wall Repair Program, Section 18-RETWL-01-MS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martam Construction, Inc.</td>
<td>$583,888.50</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>$619,319.07</td>
</tr>
<tr>
<td>D Construction, Inc.</td>
<td>$808,488.45</td>
</tr>
</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Martam Construction, Inc. for their submission of the lowest, most responsible bid in the amount of $583,888.50.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Martam Construction, Inc., 1200 Gasket Drive, Elgin, Illinois 60120 for their bid of $583,888.50; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3500-53320</td>
<td>$583,888.50</td>
</tr>
</tbody>
</table>

; and

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

DT-R-0182-18

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

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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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.

<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.

Signature on File

Printed Name

Robert Kutrovatz

Title

President

Date

5/17/13

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of ________ (total number of pages)
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE DU PAGE WATER COMMISSION
CH 29/GREENBROOK BOULEVARD
FROM COUNTY FARM ROAD TO US 20 (LAKE STREET)
SECTION NO.: 18-00285-02-RS
(COUNTY TO BE REIMBURSED; ESTIMATED $42,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the DuPage Water Commission (hereinafter referred to as COMMISSION) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) and the COMMISSION by virtue of its power set forth in the “Water Commission Act of 1985” (70 ILSC 3720/0.01 et seq.) and Division of 125 of Article II of the “Illinois Municipal Code” (65 ILCS 5/11-135-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has prepared plans and specifications for improvements on CH 29, Greenbrook Boulevard from County Farm Road to US 20 (Lake Street) known as Section No.: 18-00285-02-RS (hereinafter referred to as PROJECT); and

WHEREAS, the COMMISSION, prior to the COUNTY’s contract letting for the PROJECT, informed the COUNTY that the COMMISSION was going to install new watermain (hereinafter referred to as WATERMAIN) along Greenbrook Boulevard in the spring of 2018; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights, responsibilities and financial obligations of the COUNTY and the COMMISSION related to the WATERMAIN and the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the COMMISSION; and
Resolution

DT-R-0172-18

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and Intergovernmental Agreement be sent to the COMMISSION, by and through the Division of Transportation.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE DU PAGE WATER COMMISSION
FOR
IMPROVEMENTS RELATING TO THE RESURFACING OF
CH 29/GREENBROOK BOULEVARD
FROM COUNTY FARM ROAD TO US 20 (LAKE STREET)
SECTION NO.: 18-00285-02-RS

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ___ day of_________, 2018, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the DuPage Water Commission (hereinafter referred to as the "COMMISSION"), a unit of local government created and existing pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., with offices at 600 East Butterfield Road, Elmhurst, Illinois. The COUNTY and the COMMISSION are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public previously prepared pre-final plans for a combined County Farm Road/Greenbrook Boulevard project (hereinafter referred to as the "Combined Project"; and

WHEREAS, prior to contract letting, the COUNTY learned that the COMMISSION was going to install new watermain along Greenbrook Boulevard (hereinafter referred to as "WATERMAIN") in the spring of 2018 by approved permit through the COUNTY; and

WHEREAS, the COUNTY deleted the Greenbrook Boulevard work from the Combined Project contract plans due to the WATERMAIN; and

WHEREAS, the COMMISSION has agreed to reimburse the COUNTY for expenses that the COUNTY will incur or has already incurred as a result of the WATERMAIN along Greenbrook Boulevard as well as other requirements as referenced hereinafter; and
WHEREAS, the COUNTY will, following completion of the WATERMAIN, advertise, let and award a contract for the Greenbrook Boulevard resurfacing project through the Illinois Department of Transportation (hereinafter referred to as PROJECT); and

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

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the COMMISSION by virtue of its power set forth in Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. and Division of 125 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., are authorized to enter into this AGREEMENT; and

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

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

1.0 INCORPORATION.

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

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

2.0 SCOPE OF WATERMAIN

2.1. The scope of the WATERMAIN includes, but is not limited to, the installation of approximately 5000 feet of watermain along Greenbrook Boulevard from
Lake Street to County Farm Road and other appurtenant and necessary work.

3.0 SCOPE OF PROJECT

3.1 The scope of the PROJECT includes, but is not limited to, the resurfacing of Greenbrook Boulevard from County Farm Road to US 20 (Lake Street), patching, curb and gutter removal/replacement, drainage structure repairs and other appurtenant and necessary work.

4.0 RESPONSIBILITIES - JOINT

4.1. The COUNTY and COMMISSION agree to cooperate in and make every effort to cause the construction of the WATERMAIN/PROJECT.

4.2. The COUNTY and COMMISSION agree that the contract documents for the PROJECT will need to be revised as a result of the installation of the WATERMAIN.

5.0 RESPONSIBILITIES OF THE COUNTY

5.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, coordinating with the Illinois Department of Transportation (IDOT) for letting/awarding of construction contract, permit processing excluding any permits associated with the WATERMAIN, utility coordination, and construction engineering for the PROJECT.

5.2. Both the COUNTY and COMMISSION agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COMMISSION regarding the progress of the PROJECT as it relates to the WATERMAIN.
6.0 RESPONSIBILITIES OF THE COMMISSION

6.1. The COMMISSION agrees to reimburse the COUNTY for the expenses as outlined in 7.0 hereinafter.

6.2. The COMMISSION agrees to abide by the permit issued by the County for the WATERMAIN.

6.3. The COMMISSION shall act as the lead agency and be responsible for completing all preliminary and design engineering, letting and award of construction contract, utility coordination and construction engineering for the WATERMAIN.

7.0 REIMBURSEMENT BY THE COMMISSION AND ADDITIONAL REQUIREMENTS

7.1 The COMMISSION agrees to the following reimbursements to the COUNTY:

a. Design engineering costs in the amount of $4,000.00 to remove Greenbrook Boulevard from the Combined Project;

b. Actual third-party design engineering costs estimated in the amount of $33,000.00 for preparation of plans, specifications, estimate of cost for the PROJECT (anticipated letting for the fall of 2018; however, the amount for actual third-party design engineering costs to be paid by the COMMISSION shall not exceed $36,300); and

c. Reimburse the COUNTY $5,000.00 for regular site visits/inspection of the WATERMAIN in progress to ensure compliance with the approved permit, including maintenance of traffic.

7.2 The COMMISSION agrees to the following requirements and commitments to the COUNTY:

a. Provide a five (5) year warranty for the WATERMAIN from date of acceptance by the COUNTY. The COMMISSION shall begin to repair and diligently work to complete the repairs to any defects (e.g. settlement of watermain trench/structures) within 30 days of being notified; however, to the extent that repairs are needed to maintain traffic safety, said repairs will be completed as expeditiously as possible;
b. Require an IDOT prequalified resident engineer to oversee the WATERMAIN and an IDOT prequalified materials engineer to inspect/test/perform quality assurance for any asphalt/concrete work;

c. Invite the COUNTY to meetings concerning the WATERMAIN including pre-construction and progress meetings; and

d. Prior to COUNTY beginning the PROJECT, the parties will hold a joint walk through to identify any deficient areas (e.g., settlement of trench/structures) as a result of the WATERMAIN and strategy to remediate. The COUNTY will perform said remediation as a part of the PROJECT with the COMMISSION’s reimbursement of the actual costs plus an additional ten (10%) percent for construction engineering or the COMMISSION can arrange to have the remediation done at no cost to the COUNTY and in accordance with the County’s Permitting Ordinance. Any costs incurred by the COUNTY due to PROJECT delays caused by deficiencies as a result of the WATERMAIN will be 100% reimbursable by the COMMISSION.

7.3 The COMMISSION agrees to reimburse the COUNTY for the costs referenced in 7.1 and 7.2 hereinabove as follows:

a. $4,000.00 for the re-design cost as referenced in 7.1.a. hereinabove and 50% of the estimated design engineering cost ($16,500.00) as referenced in 7.1.b. hereinabove upon execution of this AGREEMENT and invoice submitted by the COUNTY to the COMMISSION.

b. The balance of the actual design engineering costs as referenced in 7.1.b. hereinabove shall be reimbursed by the COMMISSION upon completion of the Plans, Specifications and Estimate for the PROJECT and invoice submitted by the COUNTY to the COMMISSION.

c. Upon substantial completion of the PROJECT and based upon the documentation of final costs and quantities, the COUNTY shall invoice the COMMISSION for inspection costs of $5,000.00 per 7.1.c., and the costs due per 7.2.d.

d. All invoices submitted by the COUNTY to the COMMISSION shall be paid within sixty (60) days of receipt of said invoices.
8.0 MAINTENANCE

8.1. The COMMISSION shall be responsible for all maintenance of the WATERMAIN and the COUNTY shall be responsible for all maintenance of the PROJECT owned or under the jurisdiction of the COUNTY.

9.0 INDEMNIFICATION

9.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the COMMISSION, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

9.1.1. The COUNTY and the COMMISSION acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify COMMISSION as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COMMISSION, or any person or entity claiming a right through COMMISSION, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

9.2. The COMMISSION shall indemnify, hold harmless and defend the COUNTY, its officials, officers,
employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COMMISSION'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COMMISSION does not hereby waive any defenses or immunity available to it with respect to third parties.

9.2.1. The COUNTY and the COMMISSION acknowledge that the COMMISSION has made no representations, assurances or guaranties regarding the COUNTY’S or any successors’ or assigns’ authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COMMISSION, or in the event of change in the laws of the State of Illinois governing COMMISSION’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

9.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove COMMISSION’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
9.4. Nothing contained herein shall be construed as prohibiting the COMMISSION, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The COMMISSION'S participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the COMMISSION harmless, as set forth above.

9.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.

9.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The COMMISSION'S and COUNTY'S indemnification under Section 9.0 hereof shall terminate when the PROJECT is completed and the COMMISSION assumes its maintenance responsibilities as set forth in Section 8.1 hereof.

10.0 GENERAL

10.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the WATERMAIN/PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

10.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or COMMISSION is provided for, said approval or review shall not be unreasonably delayed or withheld.

10.3. In the event of a dispute between the COUNTY and COMMISSION representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the General Manager of the COMMISSION shall meet and resolve the issue.
10.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT/WATERMAIN. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

10.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

11.0 ENTIRE AGREEMENT

11.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

12.0 NOTICES

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

DuPage Water Commission
800 East Butterfield Road
Elmhurst, IL 60126-4642
ATTN: John Spatz, General Manager
Phone: 630-834-0100
Facsimile: 630-834-0120
E-mail: spatz@dpwc.org
County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
   Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.snyder@dupageco.org

13.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

13.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

14.0 ASSIGNMENT

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

15.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

15.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

16.0 GOVERNING LAW

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

16.2. The forum for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.
17.0 SEVERABILITY

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

18.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE  
DU PAGE WATER COMMISSION

Signature on File

Daniel J. Cronin, Chairman  
DuPage County Board

James Zoy, Chairman

ATTEST:

Paul Hinds  
County Clerk
Resolution

DT-R-0173-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ROADWAY AND BRIDGE REHABILITATION
VETERANS MEMORIAL TOLLWAY (I-355)
FROM BUTTERFIELD TO ARMY TRAIL ROAD
COUNTY BRIDGES: GREAT WESTERN TRAIL BRIDGE OVER I-355,
ST. CHARLES ROAD BRIDGE OVER I-355
AND ILLINOIS PRAIRIE PATH BRIDGE OVER I-355
SECTION NO.: 18-00170-03-BR
(ESTIMATED COUNTY COST OF: $248,561.48)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois State Toll Highway Authority (hereinafter referred to as TOLLWAY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the TOLLWAY by virtue of its power set forth the “Toll Highway Act” (605 ILCS 10/1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has requested the TOLLWAY make certain repairs to the Great Western Trail Bridge over I-355, the St. Charles Road Bridge over I-355 and the Illinois Prairie Path Bridge over I-355 as a part of the TOLLWAY’s Construction Contract #RR-16-4256 known as County Section No.: 18-00170-03-BR (hereinafter referred to as PROJECT); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights, responsibilities and financial obligations of the COUNTY and the TOLLWAY related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the TOLLWAY; and
Resolution

DT-R-0173-18

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

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE

This INTERGOVERNMENTAL AGREEMENT, hereinafter called the
"AGREEMENT" is entered into this day of , 20 , by and
between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality
and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS
TOLLWAY", and THE COUNTY OF DU PAGE, a body corporate and politic of the
State of Illinois, hereinafter called the "COUNTY". The COUNTY and the TOLLWAY
are hereinafter sometimes individually referred to as a "PARTY" or together as the
"PARTIES".

WITNESSETH:

WHEREAS, the PARTIES previously entered into Intergovernmental
Agreements on May 25, 1993 (County Resolution DT-031-93), and February 23, 2010
(County Resolution DT-0006-10), that included but were not limited to the defining of
rehabilitation cost sharing responsibilities and future maintenance and operational
responsibilities where the Veterans Memorial Tollway (I-355), (the "TOLL
HIGHWAY") intersects the COUNTY highway system (the "I-355 AGREEMENTS"),
and depicted as "Exhibit A"; and

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of
traffic and ensure safety to the motoring public, is desirous of improving the TOLL
HIGHWAY, and bridges from Butterfield Road (Mile Post 22.3) to Army Trail Road
(Mile Post 29.8), including the Illinois Prairie Path Bridge (Mile Post 26.3, Bridge
Number 1417), the St. Charles Road Bridge (Mile Post 26.85, Bridge Number 1409),
and the Great Western Trail Bridge (Mile Post 27.1, Bridge Number 1408) (collectively
the "BRIDGES") and included in ILLINOIS TOLLWAY Construction Contract # RR-
16-4256 (the "PROJECT") by making the following improvements:

Work includes mainline pavement and overhead bridge rehabilitation, ramp
rehabilitation, roadway and bridge widening to accommodate an additional through
lane between Butterfield Road and Roosevelt Road, drainage improvements, and
lighting upgrades.

WHEREAS, under separate contract the ILLINOIS TOLLWAY engaged the
services of third parties to inspect and evaluate bridges within the PROJECT limits and
prepare Abbreviated Bridge Condition Reports ("ABCR"); and

The ABCR recommended improvements to the Illinois Prairie Path Bridge include:
Clean and epoxy repair cracks in the crashwall at Pier 1, concrete sealing of all
substructure faces adjacent to traffic, removal and repair of delaminated or
deteriorated concrete patches on floorbeams, patch spalls and cracking on the girders,
bridge fence repair, vegetation and debris removal, and bridge deck concrete sealing.

The ABCR recommended improvements to the St. Charles Road Bridge include:
Crashwall modifications, slope wall crack sealing, slope wall joint sealing, fiber
wrap repair, concrete sealing of substructure faces adjacent to traffic, bridge deck
crack sealing, bridge deck concrete sealing, accelerated deck slab repair, and low
pressure epoxy sealing.

The ABCR recommended improvements to the Great Western Trail Bridge include:
Slope wall crack sealing, slope wall joint sealing, clean and epoxy repair cracks in
the crashwall.

WHEREAS, the COUNTY has reviewed the ABCR’s, and concurs with the
recommended improvements to the BRIDGES; and

WHEREAS, pursuant to the terms of the I-355 AGREEMENTS, COUNTY
maintenance responsibilities of the BRIDGES includes all roadway/path approaches to
the grade separation structure, including but not limited to pavement, curb and gutter,
shoulders, walkways, guardrail, approach slabs and approach embankments outside
access control fences; complete deck and wearing surface above structural beams and
girders, including items in the wearing surface such as, but not limited to, expansion
joints; railing; drainage facilities above structural beams and girders; and all drainage
facilities on COUNTY right of way except such facilities on the grade separation not
mentioned above; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains
pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS
TOLLWAY include as part of the PROJECT additional improvements to the St. Charles
Road Bridge, including the removal and replacement of the sidewalk on all four
quadrants of the bridge, the repair of the east PCC approach pavement at the relief joint,
and the removal of the existing raised pavement markers on the bridge deck, approach
slab and approach pavement and replacement with recessed pavement markers, all
subject to reimbursement from the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains
pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS
TOLLWAY include as part of the PROJECT additional improvements to the Illinois
Prairie Path Bridge and the Great Western Trail Bridge including removal/replacement of
the bridge fences and support posts and reinstallation of the existing sight screen PVC
slates.

WHEREAS, the ILLINOIS TOLLWAY agrees to include all COUNTY requested
repairs and improvements to the PROJECT, subject to reimbursement from the
COUNTY to the ILLINOIS TOLLWAY; and
WHEREAS, the PARTIES wish to continue the rights and responsibilities as outlined in the I-355 AGREEMENTS and the intent of this AGREEMENT is to address and establish the respective responsibilities of the PARTIES that are PROJECT specific, including their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 and Illinois Highway Code 605 ILCS 5/1-101 is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative INTERGOVERNMENTAL AGREEMENT is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.

C. The COUNTY shall review the PROJECT plans and specifications which impact the COUNTY's highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval by the COUNTY of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's highways and the BRIDGES. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
E. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including assuring that all permits and approvals (including but not necessarily limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, DuPage County, including but not limited to the Division of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements, as may be required by the PROJECT, are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

F. In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, the COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY by the COUNTY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

A. It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of the PARTIES respective facilities. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.

B. The terms of the I-355 AGREEMENTS related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.
B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.

C. The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by improvements to the St. Charles Road Bridge as proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY. At all locations where utilities are located on COUNTY rights of way that must be adjusted or relocated due to PROJECT work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs and expenses the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

D. At all locations where utilities exist on COUNTY or ILLINOIS TOLLWAY rights of way, through prior rights/easements that must be adjusted due to work that is the respective maintenance responsibility of either the COUNTY or the ILLINOIS TOLLWAY, the COUNTY and the ILLINOIS TOLLWAY agree to cooperate and issue all permits for the requisite adjustment(s) at no cost to the other PARTY. If work requested by the COUNTY results in the adjustment, relocation, etc. of a utility with prior rights, the COUNTY reserves the right to delete or modify said work to avoid conflict with the utility/utilities. The COUNTY shall be responsible for any increased costs resulting from the COUNTY’s decision.

E. In the event that the work proposed by the COUNTY results in a conflict with the ILLINOIS TOLLWAY’s fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The ILLINOIS TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the ILLINOIS TOLLWAY’s fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the ILLINOIS TOLLWAY.

F. At all locations where the ILLINOIS TOLLWAY’s infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to work proposed by the
COUNTY, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted. The COUNTY reserves the right to omit work on the PROJECT, proposed by the COUNTY, in the event there is a need to relocate the ILLINOIS TOLLWAY’s infrastructure for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

B. The ILLINOIS TOLLWAY shall require its contractors working on or within the COUNTY’s right of way (as “right of way” is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with Article 107.26 of the Illinois Tollway Supplemental Specifications.

C. The ILLINOIS TOLLWAY shall require that its contractor(s), subcontractors and subrecipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PROJECT’s contracts or any contract that is part of the PROJECT.

D. The ILLINOIS TOLLWAY shall require that the COUNTY, their agents, officers and employees be included as additional named insured on the General Liability insurance the ILLINOIS TOLLWAY requires of its contractor(s).

E. After award of the construction contract(s), any proposed deviation from the PROJECT plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing work on such proposed deviation. The COUNTY shall review the proposed deviation and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications is not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY.

F. After award of the construction contract(s), assuming there are no proposed deviations from the PROJECT plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
G. After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.

H. The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

I. The ILLINOIS TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

J. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's highway system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's highway system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections. The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY's or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY's obligations pursuant to this paragraph.

K. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

L. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the
COUNTY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY’s representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY’s representative shall give immediate verbal notice to the ILLINOIS TOLLWAY’s representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT’s work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the COUNTY shall have no obligation to pay any cost or expense for any cancelled work. The COUNTY shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the COUNTY.

M. The ILLINOIS TOLLWAY shall require all PROJECT construction work performed on or within the COUNTY’s right of way to conform to the then current edition of IDOT’s Standard Specs.

V. FINANCIAL

A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the individual
part of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

C. It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work related to the BRIDGES is:

1. $255,984.50-224,392.84 for construction costs; and
2. $6,811.22-5035.13 (5% of construction costs where applicable) for preliminary and design engineering; and,
3. $13,622.45-10,070.26 (10% of construction costs where applicable) for construction engineering; and,
4. $8,173.47-6042.16 (6% of construction costs where applicable) for mobilization, and,
5. $4,086.74-3921.08 (3% of construction costs where applicable) for maintenance of traffic,

for a total estimated cost of $288,678.38-248,561.48. Itemized costs for each of the BRIDGES depicted on “Exhibit B” attached.

D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.

E. The COUNTY agrees that upon award of the contract for the PROJECT and receipt of an invoice (said invoice to be sent to the COUNTY c/o the Division of Transportation no sooner than December 1, 2018) from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT based upon actual bid prices, and will pay to the ILLINOIS TOLLWAY the remainder of its actual obligation in a lump sum, upon completion of the PROJECT, based on final actual costs.

F. The TOLLWAY and the COUNTY shall maintain, for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.

G. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the
construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means the COUNTY.

B. The term "local road" refers to any highway, road, street, or pathway that intersects ILLINOIS TOLLWAY right-of-way under the jurisdiction of the COUNTY.

C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.

3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or
6. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

7. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

8. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

9. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

10. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

11. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

D. The PARTIES generally agree that there are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way. These bridge types are:
1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

3. Type 3. An intersection where partial or complete ramps interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-355 in its entirety.

B. The COUNTY shall continue its maintenance of the right-of-way of the Illinois Prairie Path Bridge, the St. Charles Road Bridge, and the Great Western Trail Bridge. The COUNTY will maintain any PROJECT improvement the ILLINOIS TOLLWAY is constructing as part of the PROJECT for the COUNTY at the COUNTY’s request, in its entirety.

C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following local road(s):

<table>
<thead>
<tr>
<th>Type of Bridge Structure</th>
<th>Affected Local Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 2</td>
<td>Illinois Prairie Path</td>
</tr>
<tr>
<td>Type 2</td>
<td>St. Charles Road</td>
</tr>
<tr>
<td>Type 2</td>
<td>Great Western Trail</td>
</tr>
</tbody>
</table>

D. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

1. The COUNTY has all maintenance responsibility as to the following:

   a. All existing COUNTY right of way highway and approaches to any of the BRIDGES, including but not limited to pavement, curb and gutter, shoulders, guardrail, fences and screening, approach embankments outside access control fences, and bituminous repair of approach slabs.

   b. The following portions of the BRIDGES:

      i. The wearing surface;
      ii. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
      iii. Guardrail;
iv. Fences and screening;
v. Drainage facilities above structural beams and girders;
vi. All lighting except underpass;
vii. All COUNTY signals, signs, and pavement markings;
viii. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
ix. All drainage facilities carrying exclusively COUNTY drainage;
x. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-355.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the BRIDGES not otherwise maintained by the COUNTY as set forth herein above, including but not limited to the following:

a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

b. All fences along ILLINOIS TOLLWAY routes, except COUNTY highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

e. Any underpass lighting.

E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;

2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).

3. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
F. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and ILLINOIS TOLLWAY facilities within the limits of the PROJECT.

B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).

C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

D. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an Intergovernmental Agreement between the County of Du Page and the Illinois State Toll Highway Authority.

B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of the Illinois Prairie Path, St. Charles Road, and the Great Western Trail, traversed or affected by I-355 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

C. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY’s County Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right of way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY’s County Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or involving solely COUNTY right of way, the decision of the COUNTY’s County Engineer shall be final.

F. The ILLINOIS TOLLWAY agrees that in the event any PROJECT work is performed by other than ILLINOIS TOLLWAY employees, the provisions of "An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works (820 ILCS 130/1) shall apply to the PROJECT.

G. The ILLINOIS TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.

H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

I. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address (for purposes of this AGREEMENT) is The Du Page County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.

J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.
K. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

L. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.

M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

N. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois, 60515
Attn: Chief Engineering Officer

To the COUNTY: The DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation/County Engineer

O. The COUNTY shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the COUNTY for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

P. The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel
involved or connected with, or having knowledge of, the performance of this AGREEMENT.

Q. The ILLINOIS TOLLWAY shall maintain for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the COUNTY’s Auditor, the ILLINOIS TOLLWAY’s Inspector General and the Tollway agrees to cooperate fully with any audit conducted by the COUNTY’s Auditor and to provide full access to all relevant materials

R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE COUNTY OF DU PAGE

By: ____________________________ Attest: ___________________________
    Daniel J. Cronin               Paul Hinds
    Chairman, DuPage County Board  County Clerk

Date: __________________________

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: ____________________________ Date: __________________________
    Elizabeth Gorman
    Executive Director

Approved as to Form and Constitutionality
RESOLUTION
DT-031-93

Intergovernmental Agreement Between the Illinois Toll Highway Authority and DuPage County for the North/South Tollway Section 1) and Winfield Road Tollway Ramps/Finley Road (Section 2)

SECTION 1

THIS AGREEMENT, made and entered into this 25th day of May, 1993, by and between The Illinois State Toll Highway Authority (hereinafter called the "AUTHORITY"), and the County of DuPage of the State of Illinois (hereinafter called the "COUNTY");

WITNESSETH:

WHEREAS, the AUTHORITY is an instrumentality and administrative agency of the State of Illinois, authorized by law to construct, administer, operate and maintain a system of toll highways within and through the State of Illinois, including the North-South Tollway; and

WHEREAS, the COUNTY is a body politic and corporate of the State of Illinois, authorized by law to construct, administer, operate and maintain county highways and facilities, including those affected by the North-South Tollway; and

WHEREAS, the AUTHORITY has the power to construct, administer, operate, regulate and maintain toll highways within the State of Illinois including the power to construct grade separations and interchanges at intersections with public roads, including county highways, intersected by the toll highway system, and to change and adjust the lines and grades thereof so as to accommodate same to the design of such grade separations; and

WHEREAS, pursuant to authority granted to it by the Illinois General Assembly, the AUTHORITY has constructed a toll highway running generally from Army Trail Road (West of Route 53) in Addison, Illinois, to I-55 near Bolingbrook, Illinois, along an alignment generally following that of existing Illinois Route 53 in a corridor west of Lombard and Downers Grove and east of Wheaton and Naperville; and

WHEREAS, the toll highway constructed by the AUTHORITY consists of access-controlled roadways generally between the aforementioned
termini, including grade separations, interchanges, toll plazas, structures, buildings and appurtenances, and wetland areas generally known as the "North-South Toll Highway" (hereinafter referred to as the Toll Highway); and

WHEREAS, the Toll Highway intersects the County Highway System at various locations, including Army Trail Road, St. Charles Road, Illinois Prairie Path, Finley Road, Warrenville Road, Maple Avenue, Hobson Road, 63rd Street, 75th Street, Great Western Trail, Crescent Boulevard, Boughton Road and other locations as designated in the final Toll Highway alignment, and certain modifications and improvements were made to the County Highway System as a part of the construction of the Toll Highway; and

WHEREAS, the AUTHORITY and the COUNTY desire as part of this Agreement to establish an equitable division of maintenance and operational responsibilities at the intersections between County Highways and the Toll Highway in order to assure proper maintenance thereof and safety to the motoring public; and

WHEREAS, the construction of the Toll Highway is of benefit to the people of DuPage County, the State of Illinois and all patrons of the AUTHORITY; and

WHEREAS, the COUNTY, by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and "Highway Code" (605 ILCS 5/5-101 et seq.) and the AUTHORITY, by virtue of its power set forth in "An Act in relation to the construction, operation, regulation and maintenance of a system of toll highways, etc." (605 ILCS 10/1 et seq.), are authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized and encouraged by Article VII, Section 10 of the Constitution and the "Intergovernmental Cooperation Act" (605 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - CONSTRUCTION

1. The AUTHORITY has made surveys, prepared plans and specifications, received bids, awarded contract(s), furnished engineering inspection services during construction and caused the Toll Highway and its appurtenances, modifications and improvements to County Highways to be built in accordance with approved plans, specifications and contracts, all at AUTHORITY expense, except as otherwise provided in this Agreement.
2. All costs and expenses for the work (design, construction inspection, and construction) performed in connection with the Toll Highway Project have been paid by the AUTHORITY.

3. The AUTHORITY, at its sole cost and expense, designed and installed all traffic signals (both temporary and permanent) at interchanges with County Highways. The AUTHORITY, at its sole cost and expense, has designed and installed interconnections between signals located at Toll Highway ramps. All traffic control devices (including signals, interconnection systems, surveillance systems, signs and markings) have been installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect at the time of preparation of final plans and specifications; they are compatible with either existing County traffic signal interconnection equipment or traffic control devices as shown in the AUTHORITY's final plans and specifications approved by the COUNTY.

4. The AUTHORITY has, at its sole cost and expense, acquired all right-of-way (including access control) required in connection with the approved final plans and specifications.

5. The COUNTY accepts all work, or portions thereof, involving County Highways and/or structures. Said acceptance includes jurisdiction over, responsibility for and maintenance of said highways and/or structures by the COUNTY. The AUTHORITY has assumed jurisdiction of, responsibility for, and maintenance of those portions of work involved on the Toll Highway. Maintenance responsibilities shall be in accord with Article III hereof.

6. The AUTHORITY agrees that the COUNTY has no financial obligation to the AUTHORITY for construction of the North-South Tollway or any associated work done by the AUTHORITY on County roads, other than for items previously paid to the AUTHORITY by the COUNTY.

ARTICLE II - RIGHT-OF-WAY

1. The COUNTY shall convey to the AUTHORITY, by quit claim deed, fee simple title to all rights, title and interests in land and property owned or controlled by the COUNTY identified by the AUTHORITY and the COUNTY as lying within the final Toll Highway alignment.
Crossroad Bridges: The AUTHORITY will grant permanent easements to the COUNTY for existing COUNTY roads crossing over the AUTHORITY'S tollway mainline.

The parties agree to co-operate with one another in conveying and granting property interests necessary to fulfill the intent of this agreement.

2. The AUTHORITY will grant to the COUNTY a twenty (20) foot nonexclusive permanent easement within and along either the eastern or western edge of AUTHORITY right-of-way for the purpose of the COUNTY's constructing and maintaining a bicycle/walking path. If such an easement cannot, as determined by the AUTHORITY reasonably be granted due to construction, maintenance or traffic conditions, the AUTHORITY is under no obligation to grant said right-of-way for said bicycle/walking path.

3. The COUNTY will construct and maintain, at its sole expense, any necessary barriers at the outer edge of this easement if not in place or maintain any existing barriers, and will construct to AUTHORITY requirements, at its sole expense, any barriers deemed necessary by the AUTHORITY at the inner edge between the COUNTY easement and AUTHORITY right-of-way. The COUNTY shall indemnify and save harmless the AUTHORITY, its officers, directors, employees and agents from any and all liability arising from COUNTY'S construction, maintenance and use of said bicycle/walking path, including reasonable costs and attorneys fees incurred by the AUTHORITY in defense thereof. Any COUNTY insurance pertaining to said bicycle/walking path shall name the AUTHORITY as additional insured.

4. This opportunity to construct shall only be in force for five (5) years after execution of this Agreement. If said bicycle path is not substantially completed by that time, such easement shall extinguish and all rights in the property shall immediately revert back to the AUTHORITY.

ARTICLE III - MAINTENANCE

A. Definitions

1. For purpose of dividing maintenance responsibilities between the AUTHORITY and the COUNTY at intersections between County Highways and the Toll Highway, said intersections are divided for consideration in this
Agreement into the following three (3) classifications:

(a) An intersection where a grade separation structure has been constructed to carry the Toll Highway over a County Highway, designated in this Agreement as a Type "T-O" Intersection.

(b) An intersection where a grade separation structure of a type other than a segmental box girder has been constructed to carry a County Highway over the Toll Highway, designated in this Agreement as a Type "C-O" Intersection.

(c) An intersection where segmental box girder structure has been constructed to carry a County Highway over the Toll Highway, designated in this agreement as a Type "BG" Intersection.

2. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping a facility in good and sufficient repair (including reconstruction thereof when needed) at all times to facilitate the convenient flow of traffic and so as not to endanger any of the adjacent highway facilities of either of the parties hereto, and shall include preservation of the structural integrity of the original facility and subsequent improvements, perpetuation of ground cover on embankment slopes, and removal of ice, snow, dirt and debris and mowing and care of vegetation where necessary.

3. As used herein, the term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.

B. Type "T-O" Intersections

1. At all Type "T-O" Intersections the COUNTY shall maintain, or cause to be maintained, the following:

(a) All County Highway roadways, guardrail and other protective devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separations structure.
(b) All drainage facilities on County right-of-way which drain County Highway facilities, except such facilities installed by the AUTHORITY on County property for the purpose of carrying exclusively Toll Highway drainage.

(c) All underpass lighting, where required, including energy charges therefor.

2. At all Type "T-O" Intersections the AUTHORITY shall maintain or cause to be maintained all portions of the intersection not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within AUTHORITY access control fencing, and fences.

C. Type "C-O" Intersections

1. At all Type "C-O" Intersections the COUNTY shall maintain or cause to be maintained the following:

(a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.

(b) The following portions of the grade separation structures:

(1) Complete deck and wearing surface above structural beams and girders, including items in the wearing surface such as but not limited to, expansion joints.

(2) Railing.

(3) Drainage facilities above structural beams and girders.

(c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and
facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.

2. At all Type "C-0" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:

(a) All structural parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

(b) All fences along both routes installed to protect the Toll Highway;

(c) All bridge deck downspouts, from a clean-out installed directly below the scuppers, to the outfall;

(d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to, those installed on private property, or on County property for the exclusive purpose of carrying Toll Highway drainage;

(e) All underpass lighting, including related energy charges therefore.

D. Type "BG" Intersections

1. At all Type "BG" Intersections the COUNTY shall maintain or cause to be maintained the following:

(a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.

(b) The following portions of the grade separation structures:
(1) Expansion Joints;

(2) Railing;

(3) Walkways;

(4) Drainage Facilities from the drain scuppers to the first clean-out;

(5) Any additional wearing surface which may be added to the deck subsequent to the original construction;

(6) Any and all minor deck patching of the wearing surface.

(c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.

(2) At Type "BG" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:

(a) All structural parts of the grade separation structure, including but not limited to bearings, box girders, slope walls, abutments and piers;

(b) All fences along both routes to protect the Toll Highway;

(c) All bridge deck downspouts, from the first clean-out to the outfall;

(d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to those installed on private property, or on County
Property for the exclusive purpose of carrying Toll Highway drainage;

(e) All underpass lighting, including energy charges therefore.

E. General Maintenance Provisions

1. The COUNTY and the AUTHORITY agree to remove all snow and ice from their respective roadways, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the COUNTY or the AUTHORITY. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entering into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and debris.

2. To the extent that maintenance by either the COUNTY or the AUTHORITY directly affects the other's roadways and structures, any maintenance work required by this Agreement to be performed by a party and not timely or properly performed may be performed by the other party, subject to reimbursement. However, it is agreed that ten (10) working days advance written notice identifying the work to be performed will be served on the other party, accompanied by a demand that the maintenance work be performed within a reasonable specified time. If the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform the identified work within the time specified, the other party shall have the option of performing said maintenance and shall be entitled to reimbursement therefore.

In such event, the party who performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs, fees and expenses incurred in carrying out said maintenance work.

3. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this Agreement to be maintained by the AUTHORITY shall be the sole maintenance responsibility of the AUTHORITY.
4. The COUNTY shall provide power for and be solely responsible for the maintenance, repair, and reconstruction (including interconnections and master controller) of all traffic signals at intersections of county highways and toll highway ramps. The COUNTY shall also be responsible for the sequence of operation and timing of these signals, giving due regard to AUTHORITY traffic. When requested by the AUTHORITY, the COUNTY shall review the sequence and timing of its traffic signals, giving due consideration to the safety and convenience of the AUTHORITY's patrons and traffic seeking to enter or leave the toll highway in relation to traffic demand along intersecting roads.

ARTICLE IV - GENERAL

1. It is understood and agreed that this is an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the COUNTY of DuPage in the State of Illinois.

2. It is understood and agreed by the parties hereto, that the AUTHORITY shall have jurisdiction of the Toll Highway. The COUNTY shall retain jurisdiction of County Highways traversed or affected by the Toll Highway except as otherwise expressly provided for in this Agreement. For the purposes of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.

3. It is understood and agreed by the parties hereto, that any future improvements to the Toll Highway, including new or modified interchanges and ramp additions which directly effect the County Highway System or property, will be reviewed and coordinated between the AUTHORITY and COUNTY. Unless expressly provided for in separate agreements, said future modifications will be governed by the terms of this Agreement.

4. Wherever in this Agreement the approval or review of either the AUTHORITY or the COUNTY is provided for, said approval or review shall not be unreasonably delayed or withheld.

5. Any dispute concerning the final plans and specifications or the final alignment that is not resolved as provided in Articles I and II hereof, shall be resolved by meeting between the Executive Director of the AUTHORITY and appropriate COUNTY officials or designated representatives of either party.
6. If, based on the final alignment, any County Highways or roadways need to be vacated or closed, the COUNTY shall authorize said vacatings or closings by the necessary County resolutions and/or ordinances.

7. THIS AGREEMENT shall be executed in six (6) counterparts, each of which shall be deemed an original.

8. THIS AGREEMENT and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Nothing contained herein shall be deemed to create any third-party beneficiary rights of any rights to specific members of the general public.

SECTION 2

WHEREAS, the COUNTY, acts by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and the AUTHORITY, acts by virtue of its power set forth in "An Act in relation to the construction, operation, regulation, and maintenance of the system of toll highways, etc." (605 ILCS 10/1 et seq.), and

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

WHEREAS, it is the intent and declared policy of the Illinois General Assembly that an integrated system of highways and streets is essential to the general welfare and to the agricultural, industrial, recreational, and social development of the State (605 ILCS 5/1-102); and

WHEREAS, the AUTHORITY and the COUNTY, in order to facilitate the free flow of traffic and to ensure safety to the motoring public, are desirous of constructing an interchange at the intersection of Winfield Road and the East-West Tollway Interstate Route 88 in Winfield Township, DuPage County, Illinois (hereinafter the "PROJECT"); and

WHEREAS, the improvement to be covered by this Agreement, shall consist of a full interchange in a tight diamond configuration, including entrance and exit ramps for north and southbound traffic to enter both the east and westbound East-West Tollway, the construction of acceleration and deceleration lanes to accommodate ramp movements and the construction of outer ramps which will include ramp toll collection facilities and telecommunication systems to provide for
traffic movements to and from the east and west, said improvement to be hereinafter called the PROJECT, a drawing of said PROJECT is attached hereto as "Exhibit A"; and

WHEREAS, all of the aforesaid improvements will be of benefit to the people of Illinois in general and the COUNTY, and to the patrons of the AUTHORITY; and

WHEREAS, it was also necessary for the AUTHORITY to relocate Finley Road between Warrenville Road and 35th Street to allow construction of the North-South Tollway; and

WHEREAS, the COUNTY holds title to the right-of-way along the original alignment of Finley Road; and

WHEREAS, the AUTHORITY has purchased property on which Finley Road has been reconstructed; and

WHEREAS, it is desirable for the COUNTY to quit claim to the AUTHORITY excess right-of-way on the original alignment of Finley Road in return for right-of-way quit claimed from the AUTHORITY to the COUNTY on the current alignment of Finley Road; and

WHEREAS, it is in the best interests of the AUTHORITY and the COUNTY to enter into this Agreement.

NOW, THEREFORE, in consideration of foregoing preambles and the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

INTERCHANGE AT
WINFIELD ROAD AND EAST-WEST TOLLWAY

I - FINANCIAL OBLIGATIONS

1. The COUNTY agrees to pay the AUTHORITY $455,000.00 for resident engineering within sixty (60) days of a construction contract award.

2. The COUNTY agrees to reimburse the AUTHORITY for 25% of the estimated PROJECT costs of $10,000,000.00. In the event the actual PROJECT costs exceed $10,000,000.00, the COUNTY agrees to reimburse the AUTHORITY for 30% of the additional costs.

3. The COUNTY agrees to pay 100% of all utility relocation costs, if any, necessary for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto).
II - RIGHT-OF-WAY ACQUISITION

1. The COUNTY agrees to provide the AUTHORITY with fee simple title to all property needed by the AUTHORITY for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto) unless otherwise agreed to by the AUTHORITY and COUNTY.

2. If necessary right-of-way is available, and there are no utility related issues, and if the AUTHORITY does not issue a contract within six months for the tollway ramp construction the COUNTY will have the option of cancelling this entire Agreement.

III - CONSTRUCTION AND CONSTRUCTION ENGINEERING

1. The AUTHORITY agrees to furnish all engineering and inspection during construction, and to cause the PROJECT to be built in accordance with the approved plans, specifications and contract.

2. Any proposed changes in plans or specifications affecting the COUNTY shall be submitted to the COUNTY for prior written approval. Said approval(s) shall not be unreasonably delayed or withheld.

3. The parties agree to proceed in good faith and exercise due diligence in discharging their respective obligations under this Agreement.

4. The AUTHORITY shall give fifteen (15) days notice to the COUNTY prior to commencement of construction work on the PROJECT.

5. The AUTHORITY shall have full responsibility for the installation, maintenance and removal of traffic control devices along Winfield Road and the East-West Tollway associated with or required by construction activities, and may delegate this responsibility to its contractor. Said contractor shall be required to meet regularly with the COUNTY and AUTHORITY representatives in order to keep them abreast of maintenance of traffic changes or deficiencies, and to give them 24-hour minimum notice of proposed phase changes. The contractor shall comply with all specifications for traffic control contained in the contract. Should the contractor fail to install or maintain traffic control on Winfield Road as provided for in approved plans and specifications, upon prior written notice to the AUTHORITY and the contractor, the COUNTY shall have the right to
perform the work on a force account basis at the expense of the contractor, said expense to be deducted from any payments due the contractor from the AUTHORITY.

6. The COUNTY and the contractor shall meet with the AUTHORITY at the preconstruction meeting, at which time the contractor shall present for the approval of the AUTHORITY the traffic control devices and procedures he intends to use on the PROJECT.

7. If any of the proposed construction on the PROJECT requires the AUTHORITY to adjust or relocate existing Tollway facilities that are not included in the plans reviewed and approved per this AGREEMENT, the AUTHORITY shall perform such work on a force account basis, and all costs and expenses incurred therefore shall be reimbursed by the COUNTY, provided the COUNTY agrees with the AUTHORITY that such work is necessary.

8. The AUTHORITY shall require the contractor to indemnify and hold harmless the COUNTY in accordance with the indemnification provided in Article 107.14 of the AUTHORITY's "Standard Specifications for Road and Bridge Construction", adopted March 1, 1987. This requirement shall be included in the special provisions for the construction contract.

9. The AUTHORITY shall require that the contractor execute full and complete releases of the COUNTY from any and all claims of the contractor prior to making final payment to the contractor.

10. The AUTHORITY shall require that the COUNTY, and their agents and employees, be included as additional insured parties in all insurance required of the contractor, and that the COUNTY be added as an additional protected party on all performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the COUNTY prior to commencement of construction. This requirement shall be included in the special provisions for the construction contract.

11. The COUNTY shall have all reasonable rights of inspection of the work on COUNTY right-of-way during the progress thereof. No inspections or approvals of the work by the COUNTY shall relieve the contractor of responsibility and liability for the proper prosecution of the work, and such inspection and approvals shall not be considered a waiver of any rights the COUNTY may have pursuant to this Agreement or the contract (with the contractor).
12. The AUTHORITY shall not issue a semifinal payment to the contractor for the work on the PROJECT until all work is substantially complete and reviewed by the COUNTY as being in conformance with the approved plans and specifications.

IV - MAINTENANCE

1. Upon completion of the PROJECT it is agreed that the maintenance responsibilities therefor shall be divided between the COUNTY and the AUTHORITY as follows:

a. The COUNTY shall maintain or cause to be maintained:

(1) All thru lanes, turning lanes, median, curbs, gutters, shoulders, guardrail, signs (excluding Tollway signs), drainage installations, slopes and embankments adjacent to the thru lanes, and normal appurtenances within the Winfield Road right-of-way and not inaccessible by reason of access control fencing.

(2) All drainage facilities for carrying exclusive COUNTY drainage. This shall include any detention facilities and appurtenances.

(3) All COUNTY highway grassed areas and embankments.

(4) All street lighting and signalization on Winfield Road and at ramp termini, including energy costs.

(5) Traffic signals, including timing.

b. The AUTHORITY shall maintain, or cause to be maintained, the following:

(1) The entire Tollway overpass structure, including but not limited to approaches, all highway facilities, substructures and superstructures and the complete deck and wearing surface of the structure carrying the East-West Tollway over Winfield Road and any and all of its future improvements, replacements or modifications.

(2) All exit ramps and entrance ramps between Winfield Road and the East-West Tollway to the point where the ramps meet Winfield Road mainline pavement, including ramp shoulders, embankments, drainage structures and curbs and gutters and/or guardrail adjacent thereto.
(3) All drainage facilities which carry exclusive Tollway drainage.

(4) All grassed areas and embankments within the AUTHORITY right-of-way not previously specified to be maintained by the COUNTY.

(5) All Tollway ramp lighting, including energy costs.

(6) All access control fences that protect AUTHORITY property.

(7) All ramp, toll collection and telecommunication equipment and facilities, including energy costs.

(8) All stormwater and runoff detention facilities containing COUNTY and AUTHORITY drainage, as provided for in the final plans and specifications for the PROJECT. The COUNTY will obtain approval of the AUTHORITY prior to any construction, reconstruction, or modifications of its system which will affect the runoff into or discharge into said detention facilities.

2. As used herein the terms "maintenance" or "maintain" (where applicable) shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and facilities to assure safe and continued use and preservation including, but not limited to, snow and ice control, pavement patching, the removal of dirt and debris and the upkeep of grassed and infield areas.

3. Any maintenance work required to be performed by a party to this Agreement may be performed by the other party, following ten (10) days advance written notice identifying the work to be performed within a reasonable specified time, if the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform. In such event, the party who thereafter performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance.

4. These maintenance provisions shall supplement any prior maintenance agreements to this interchange. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entry into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and other debris.
RIGHT-OF-WAY TRANSFER FINLEY ROAD

1. The COUNTY agrees to transfer all of its right, title, and interests in the right-of-way on the original alignment of Finley Road which is not required for construction and maintenance of relocated Finley Road. The (legal) description of the parcels the COUNTY will convey to the AUTHORITY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.

2. The AUTHORITY agrees to convey all of its right, title, and interests in the right-of-way for the current alignment of Finley Road to the COUNTY. The (legal) description for the parcels to be conveyed from the AUTHORITY to the COUNTY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.

3. The parties agree that no cash will be exchanged in conjunction with these transfers.

Nothing contained herein shall be construed to create any third party beneficiary rights.

This Agreement and all of its terms and provisions shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto acting by and through their officers, thereunto duly authorized have affixed their hands and seals all as of the day and year first above written.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signature on File

By: ____________________________

ATTTEST:

Signature on File
APPROVED AS TO FORM AND CONSTITUTIONALITY
Signature on File

ATTORNEY GENERAL, STATE OF ILLINOIS

COUNTY OF DUPAGE
Signature on File

Ayes: 13
Present: 1
Absent: 10

By:
Aldo E. Botti, Chairman
DuPage County Board

Signature on File

Gary A. King, County Clerk

- 18 -
## Schedule A

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RESOLUTION
DT-0006-10

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE COUNTY OF DU PAGE
CH 7/ST. CHARLES ROAD BRIDGE REPAIR AT I-355
SECTION 09-00071-04-ER
(ESTIMATED COUNTY COST OF: $247,250.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the
Illinois State Toll Highway Authority (hereinafter "TOLLWAY") in order to
facilitate the free flow of traffic and to ensure the safety of the
motorizing public desire to improve the Veterans Memorial Tollway (I-355)
and bridges from north of CH 2/Finley Road to CH 11/Army Trail Road
(hereinafter "PROJECT"); and

WHEREAS, the COUNTY has requested the TOLLWAY make certain repairs
to the bridge and bridge appurtenances that carry CH 7/St. Charles Road
over I-355 (hereinafter called the "WORK") as a part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement (hereinafter "AGREEMENT")
has been prepared and attached hereto, which outlines the financial
participation of the parties related to Preliminary and Design
Engineering, Construction Engineering and the Construction costs for the
WORK; and

WHEREAS, the total estimated cost for the COUNTY portion of the
WORK is estimated to be $247,250.00; and

WHEREAS, sufficient funds have been appropriated to pay for the
WORK; and

WHEREAS, said AGREEMENT must be executed before the TOLLWAY will
authorize construction on the WORK for the COUNTY.

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

BE IT FURTHER RESOLVED, that two (2) original copies of the
Resolution and AGREEMENT be sent to the TOLLWAY, through the DuPage
County Division of Transportation

Enacted and approved this _day of ____, 2019,

Illinois.

Ayes: 15
Absent: 3

ATTEST:
Gary A. Ring, County Clerk

Signature on File

Signature on File
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE
COUNTY SECTION 09-00071-04-BR

This INTERGOVERNMENTAL AGREEMENT, hereinafter called the
"AGREEMENT" is entered into this 23rd day of February, AD, 2010, by and
between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality
and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY",
and THE COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois,
hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are hereinafter
sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES previously entered into an Intergovernmental
(hereinafter referred to as "NORTH-SOUTH TOLLWAY AGREEMENT"), in part, for
the construction of the North-South Tollway that is now known as the Veterans Memorial
Tollway (I-355) that included, but was not limited to, right of way acquisition and the
establishment of future maintenance and operational responsibilities; and

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and
ensure safety to the motoring public, is desirous of improving the Veterans Memorial
Tollway (I-355) and bridges from north of Finley Road to Army Trail Road (TOLLWAY
construction Contract RR-08-5572) as follows:

The Veterans Memorial Tollway (I-355) is proposed to be resurfaced; ramps will be
repaired; drainage structures repaired; the median barrier wall will be reconfigured and
raised; guardrail, traffic barriers, safety appurtenances, overhead and ground mounted
signing will be replaced; existing noise abatement walls will be repaired and a new noise
wall will be constructed; lighting brackets and luminaries will be removed from overhead
sign structures; and the St. Charles Road Bridge over I-355 will be repaired (hereinafter
called the "PROJECT"); and

WHEREAS, the PARTIES wish to continue the rights and responsibilities as
outlined in the NORTH-SOUTH AGREEMENT and the intent of this AGREEMENT is
to address and establish the respective responsibilities of the PARTIES that are
PROJECT specific; and

WHEREAS, the TOLLWAY, has given the COUNTY the opportunity to review
and comment on the Bridge Condition Reports for the St. Charles Road Bridge over I-
355 (SN022-9955) prepared by the TOLLWAY and incorporated herein by reference, of
which the COUNTY has maintenance responsibility for the bridge deck and other
appurtenances; and
WHEREAS, after review of the Bridge Condition Report, the COUNTY requests that the TOLLWAY include in its PROJECT the following additional repairs to the bridge; removal and replacement of the expansion joints, epoxy crack repair, and deck slab repair (full or partial depth patching), approach roadway work including removal and replacement of curb and gutter, bituminous walkway adjustments, guardrail removal and replacement on the four quadrants of the bridge and other appurtenant work; and

WHEREAS, the TOLLWAY agrees to the COUNTY's request to repair that portion of the bridge structure that is the maintenance responsibility of the COUNTY as outlined herein; and

WHEREAS, the TOLLWAY and the COUNTY by this instrument, desire to determine and establish their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 and Illinois Highway Code 605 ILCS 5/1-101 is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative INTERGOVERNMENTAL AGREEMENT is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the parties hereto agree as follows:

I. ENGINEERING

A. The TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.

B. The COUNTY shall review the plans and specifications for the PROJECT which impact that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY within thirty (30) calendar days of receipt thereof. After review, the COUNTY will send a letter or electronic mail to the TOLLWAY indicating its approval, or its disapproval. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY. In the event of disapproval, the COUNTY will detail in writing or electronic mail its objections to the proposed plans and
specifications for review and consideration by the TOLLWAY. Notwithstanding any disapproval by the COUNTY, the TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate. In the event the Chief Engineer chooses to disregard objections by the COUNTY for portions of the project strictly related to COUNTY highways and appurtenances, the TOLLWAY agrees to assume all increased costs over those in the applicable plans and specifications that result from the Chief Engineer's rejection of such objections. The COUNTY agrees to reimburse the TOLLWAY for any increased costs resulting from the TOLLWAY's acceptance of the COUNTY's objections.

C. Any dispute concerning the plans and specifications for the PROJECT shall be resolved in accordance with Section IX of this AGREEMENT.

D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.

E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the parties hereto in support of general project schedules and deadlines. All parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

A. It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications.

B. The terms of the NORTH-SOUTH TOLLWAY AGREEMENT related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

III. UTILITY RELOCATION

A. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of all utilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities impacted as part of the PROJECT.

C. The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by improvements to the St. Charles Road Bridge as proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.

D. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT for adjustments to existing TOLLWAY utilities as well as permitted utilities located within existing TOLLWAY rights of way, where improvements to I-355 are proposed to be done as part of the PROJECT, at no expense to the COUNTY.

E. At all locations where utilities exist on COUNTY or TOLLWAY rights of way, through prior right assessments that must be adjusted due to work that is the respective maintenance responsibility of either the COUNTY or the TOLLWAY, the COUNTY and the TOLLWAY agree to cooperate and issue all permits for the requisite adjustment(s) at no cost to the other PARTY. If work requested by the COUNTY results in the adjustment, relocation, etc. of a utility with prior rights, the COUNTY reserves the right to delete or modify said work to avoid conflict with the utility/utilities. The COUNTY shall be responsible for any increased costs resulting from the COUNTY’s decision.

F. In the event that the work proposed by the COUNTY results in a conflict with the TOLLWAY’s fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the TOLLWAY’s fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the TOLLWAY.

G. At all locations where the TOLLWAY’s infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be
adjusted. The COUNTY reserves the right to omit work on the PROJECT, proposed by the COUNTY, in the event there is a need to relocate the TOLLWAY's infrastructure for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work.

IV. CONSTRUCTION

A. The TOLLWAY shall stipulate in its contract for the PROJECT that the St. Charles Road Bridge work must be completed by September 17, 2010 to facilitate the COUNTY's proposed resurfacing work, due to other local agencies working in the PROJECT area during this timeframe. The TOLLWAY shall also include a note in its plans to require that their contractor(s) cooperate with other contractor(s) working in the area.

B. The TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering and inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as hereinafter stipulated.

C. After award of the construction contract(s), the TOLLWAY shall ask the COUNTY for approval of the bridge deck patching layout. The COUNTY shall review the proposed patching layout on site within five (5) calendar days and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed patching layout is not acceptable, the COUNTY shall detail in writing or electronic mail its specific objections.

D. After award of the construction contract(s), any proposed changes from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed changes and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed change to the plans and specifications are not acceptable, the COUNTY shall detail in writing or by electronic mail its specific objections. If the TOLLWAY receives no written response or electronic mail from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY.

E. After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.
F. The TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

G. The TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

H. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY’s system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY’s system, and will send notices in writing or by electronic mail to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The COUNTY, on its own behalf and on behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY’s or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY’s obligations pursuant to this paragraph.

I. Notices required to be delivered by either party pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

J. No inspections or approvals of the specifications or the work by the COUNTY or its employees, officers or agents shall relieve the TOLLWAY’s contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the COUNTY may have pursuant to this AGREEMENT. All COUNTY communications and correspondence with the TOLLWAY’s contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically in writing or by electronic mail approved by the Chief Engineer of the TOLLWAY. In the event a COUNTY representative discovers COUNTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications,
the representative shall promptly notify the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative in writing or by electronic mail.

K. The TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than ten (10) calendar days after written or electronic mail notice thereof. If the COUNTY does not perform a final inspection within ten (10) calendar days after receiving said notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the TOLLWAY’s representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver or transmit by electronic mail within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving written or electronic mail notice from the TOLLWAY that the deficiencies have been remedied.

L. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the Canceled Items provision in the current version of the Illinois State Toll Highway Authority’s Standard Specifications subsequently in effect. The TOLLWAY agrees that the COUNTY shall not be responsible for any costs or associated PROJECT cost increases for COUNTY work cancelled or altered by the TOLLWAY pursuant to this paragraph unless work is cancelled at the direction of the COUNTY in which case the COUNTY shall be responsible for costs already incurred prior to the cancellation of the work.

V. FINANCIAL

A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY as hereinafter stipulated.

B. It is mutually agreed by the parties hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering is 10% of actual final construction costs.
C. It is mutually agreed by the parties hereto that the estimated cost to the COUNTY is $215,000 for construction costs, $10,750 (5% of the COUNTY's share of construction costs) for preliminary and design engineering, and $21,500 (10% of the COUNTY's share of construction costs) for construction engineering for a total estimated cost of $247,250.

D. It is further agreed that notwithstanding the estimated cost, the COUNTY will be responsible for the actual costs of improvements requested by the COUNTY.

E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, the COUNTY will pay to the TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

F. The TOLLWAY and the COUNTY shall maintain, for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.

G. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any party to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.

B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.

C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance
includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

i. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

ii. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.

iii. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

iv. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

v. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the parties hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

vi. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

vii. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender
and recipient, and manner in which the recipient may respond to the sender, as to the communication.

viii. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a party may arrange for actual performance of the duty or provision of the service by another competent entity if the other party to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

ix. The terms "consultation" or "consult with" refer to the duty of a party to give notice to the other party of a proposed action, with reasonable time for that party to respond, but the party with the duty to consult may proceed with the proposed action if the other party does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

x. The term "approve" refers to the duty of a party not only to consult with the other party but also to provide consent for the proposed action and to retain a record which documents such consent.

xi. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

D. These are three types of bridge structures that intersect the TOLLWAY rights of way:

i. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

ii. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

iii. Type 3. An intersection where partial or complete ramps interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

A. The TOLLWAY agrees to maintain I-355 in its entirety.

B. The COUNTY agrees to maintain, or cause to be maintained, St. Charles Road as noted in VII. D. below including all facilities, sidewalks, bike paths, and any and
all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.

C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following roadway(s):

<table>
<thead>
<tr>
<th>Type of Bridge Structure</th>
<th>Affected Roadway</th>
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</thead>
<tbody>
<tr>
<td>Type 2</td>
<td>St. Charles Road</td>
</tr>
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</table>

D. Type 2 - COUNTY Roadway over TOLLWAY Right of Way

The COUNTY has all maintenance responsibility as to the following along St. Charles Road:

i. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

ii. The following portions of the grade separation structure:

iii. The wearing surface;

iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

v. Drainage facilities above structural beams and girders;

vi. All lighting except underpass;

vii. All COUNTY signals and signs;

viii. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a party, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

ix. All drainage facilities carrying exclusively COUNTY drainage.

The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
I. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

ii. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

v. All underpass lighting.

E. The parties agree that the TOLLWAY reserves the exclusive right to approve the following:

i. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;

ii. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;

iii. Pavement markings, including embedded reflectors;

iv. Standards governing right of way maintenance;

F. The parties agree that each party has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this INTERGOVERNMENTAL AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the parties hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the parties hereto regarding maintenance of COUNTY highways and Toll Highway facilities within the limits of this PROJECT.

B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

D. The COUNTY and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.

E. Nothing herein is intended to prevent or preclude the COUNTY and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the County of Du Page and the Illinois State Toll Highway Authority.

B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of St. Charles Road, except as otherwise expressly provided for in this INTERGOVERNMENTAL AGREEMENT. For the purpose of this INTERGOVERNMENTAL AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

C. Wherever in this AGREEMENT approval or review by either the COUNTY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each party shall designate in writing a representative who shall serve as the full time representative of the said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written or electronic notice. Each representative shall be readily available to the other party.

E. In the event of a dispute between the COUNTY and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the
TOLLWAY and the Director of Transportation and Operations of the COUNTY shall meet and resolve the issue.

F. Any dispute concerning this AGREEMENT that is not resolved as provided above shall be resolved by decision of the Chairman of the COUNTY Board and the Executive Director of the TOLLWAY, and their decision shall be final.

G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36 6006551 and it is doing business as a governmental entity, whose mailing address (for purposes of this AGREEMENT) is The DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.

I. Under penalties of perjury, the TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.

K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

L. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

N. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois, 60515
Attn: Chief Engineer

To the COUNTY: The DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation and Operations

O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

THE COUNTY OF DU PAGE

D. this ___ day of __________, 2010.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Dated at Downers Grove, Illinois, this ___ day of __________, 2010.

By: ____________________________
   Michael T. King, Acting Executive Director
   Signature on File

By: ____________________________
   Thomas J. Bamonte, General Counsel

Approved as to form and constitutionality

Signature on File

A. A. G. 3/18/10

Attorney General, State of Illinois

BEK:ISTHA_DuPageCo_1355@St.CharlesRd.doc

15
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<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
<th>Design Eng. Costs (%)</th>
<th>Coast Eng. Costs (%)</th>
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Total Cost for GREAT WESTERN NAIL BRIDGE over I-355 (Bridge Number 1408) (DOT Structure Number 032-0964) $103,300.00

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<th>Design Eng. Costs (%)</th>
<th>Coast Eng. Costs (%)</th>
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Total Cost for ST CHARLES BRIDGE over I-355 (Bridge Number 1409) (DOT Structure Number 032-0965) $6,225.00

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<th>Design Eng. Costs (%)</th>
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Total Cost for ILLINOIS PRAIRIE PATH BRIDGE over I-355 (Bridge Number 1417) (DOT Structure Number 032-0966) $103,516.64

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<th>Coast Eng. Costs (%)</th>
<th>Mobilization Costs (%)</th>
<th>M&amp;O Costs (%)</th>
<th>Total Cost Participation</th>
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* Item is for fence repair requested by DuPage County and designed by Knight.

** Item is for additional sidewalk work requested by DuPage County for ST Charles Bridge.
Ordinance
DT-O-0026-18

ORDINANCE
HIGHWAY AUTHORITY BENEFITS AGREEMENT
CH 33/75th STREET AT KINGERY HIGHWAY

WHEREAS, BP Products North America Inc. is the former owner of 7450 S. Kingery Highway, Willowbrook, Illinois (hereinafter referred to as SITE); and

WHEREAS, it has been determined that a portion of the soils and groundwater within the right-of-way owned by the County of DuPage (hereinafter referred to as COUNTY) along CH 33/75th Street at Kingery Highway adjacent to the SITE is or may become contaminated; and

WHEREAS, BP Products North America Inc. agrees in the Highway Authority Benefits Agreement (hereinafter referred to as AGREEMENT) that is attached hereto and incorporated herein by reference, to perform or pay for the removal of the contaminated soils from the COUNTY right-of-way, should the COUNTY need to manage, remove or remediate the right-of-way area for purpose of work occurring within it; and

WHEREAS, the COUNTY agrees to limit access to soils and groundwater exceeding Tier 1 residential remediation objectives in its right-of-way adjacent to the SITE to be done by COUNTY permit with specific language on such permit as required by 35 IAC 742 Appendix D; and

WHEREAS, by entering into the AGREEMENT, the COUNTY postpones disruption to traffic associated with the removal of the contaminated materials, until such time as work is to be performed on the right-of-way that requires the management, removal or remediation of the contaminated materials; and

WHEREAS, the COUNTY by virtue of its power set forth in 35 Ill. Adm. Code 742.1020 is authorized to enter into said AGREEMENT; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached AGREEMENT. 

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County that the Clerk and Chairman of said Board be and are hereby directed and authorized to execute said AGREEMENT and all exhibits to said AGREEMENT and any other documents related to said AGREEMENT with BP Products North America Inc.; and

BE IT FURTHER RESOLVED that one copy of this ordinance and a duplicate original of the AGREEMENT be sent to BP Products North America Inc., by and through the DuPage County Division of Transportation.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this __ day of ___________, 2018 by and between DuPage County, Illinois (County) and BP PRODUCTS NORTH AMERICA INC. (Applicant registered to do business in Illinois, as the former owner of the property and the owner/operator of the underground storage tanks formerly located at the property located at 7450 South Kingery Highway, Willowbrook, Illinois (intersection of 75th Street and Kingery Highway) in the County of DuPage, Illinois (County) as follows:

1. Definitions:

a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as Exhibits A and A-1 through A-6.

b. “Contaminants,” whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the releases as determined by the Illinois Administrative Code): Benzene, Toluene, Ethylbenzene, and Total Xylenes (collectively “BTEx”); Methyl Tertiary Butyl Ether (MTBE). Soil is uncontaminated and, therefore not subject to Paragraph 4.c., only to the extent it is “uncontaminated soil” pursuant to 35 IAC 1100.605 (“Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils”).

c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.

d. “Effective Date” means the date on which the County Board Chairman, pursuant to Resolution of the County Board, executes this Agreement.


f. “IEPA” or “Agency” means Illinois Environmental Protection Agency.

g. “IPCB” means Illinois Pollution Control Board.

h. “Remediation,” whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of
Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site specific standards, pursuant to 35 IAC 742 as approved by IEPA and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier I residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those Contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.

i. "ROW" means the right-of-way owned by the County at the location depicted in Exhibit A-1 attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on Exhibit A-1). Only the ROW is subject to this Agreement. As the Exhibits to this Agreement, including but not limited to Exhibit A-1, are not surveyed plats, they are an approximation of the actual property lines of the ROW encompassed under this Agreement and such boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.

j. "Site" means the property with the following street address and legal description as depicted on Exhibit B to this Agreement and is the property on which the USTs were located. The Site was formerly owned and operated as a gasoline station by the Applicant and is referred to by Applicant as “BP Service Station #05872.”

k. "UST" means underground storage tank.

2. **Applicant’s Stipulations:**

   a. Applicant is remediating the Site through the Illinois Environmental Protection Agency's Leaking Underground Storage Tank (LUST) program, pursuant to Section 35 IAC 731, 732, 734 and 742.

   b. Applicant is the owner and operator of two (2) 10,000-gallon and one (1) 12,000-gallon unleaded gasoline USTs (removed from the Site in 2005) and one used oil UST (removed from the Site in 1995). There is no reported release related to the used oil UST. Applicant has no knowledge of additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.

   c. The map and table, prepared by the Applicant and attached to this Agreement as Exhibit A-4 and A-6, show the Applicant’s maximum estimated
area of Contaminant impacted soils within the area of the Site and ROW at the
time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1
residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the
map and table are those areas or samples that exceed the referenced Tier 1
standards.

d. The table and map, prepared by the Applicant and attached to this
Agreement as Exhibit A-5 and A-6, show the Applicant's maximum estimated
area of Contaminant impacted groundwater within the area of the Site and ROW
at the time of the sampling identified in Exhibit A-6, and the applicable IPCB
on the map and table are those areas or samples that exceed the referenced Tier
1 standards.

e. Attached as Exhibit A-2 and A-3 to this Agreement, are maps prepared by
the Applicant, showing the Applicant's predicted aerial extent of the
Contamination, exceeding IPCB Tier 1 residential standards for soil and
groundwater, respectively, at the Site and in the ROW at the time of this
Agreement. The Applicant believes that Exhibits A-2 and A-3 show the
predicted impact by Contaminants released from the Site. Exhibits A-2 through
A-5 are intended to represent, on an aerial basis, only those portions of the Site
and ROW that have, or are predicted by the Applicant to have Contamination of
groundwater and/or soil on, in or under it. As of the Effective Date of this
Agreement, the Applicant has not yet obtained approval from IEPA on its
Corrective Action Completion Report. The Applicant agrees that if the
estimated areas or predicted aerial extents of Contaminant-impacted soil or
groundwater exceeding IPCB Tier 1 residential standards increases beyond the
boundaries shown on the attached Exhibits A-2 through A-5, then the Applicant
shall promptly seek an amendment of this Agreement to reflect the extended
limits or boundaries of estimated areas or predicted aerial extents of
Contamination, as applicable. This includes, but is not limited to, Exhibit E (an
Exhibit not currently included in this Agreement providing for a potable well
protection plan), if the changed extent of Contamination is within 200 feet of a
potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h.,
4.i., or 4.k. of this Agreement if it has not sought amendment from the County
of this Agreement with the expanded extent of Contamination, as described
above. For purposes of utilizing Exhibits A-2 through A-5 with Paragraph 4.i.,
the area included in the rebuttable presumption is the greater of the
Contaminated plume areas identified on Exhibits A-2 through A-5, or within
the maximum feet measurable from a sampling point to "uncontaminated soil"
pursuant to 35 IAC 1100.605, as measured from any of the sampling points on
the Exhibit.
f. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332 and 913204 to the releases at the Site.

g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.

h. The Applicant hereby represents and warrants that it is a valid and existing Maryland corporation, authorized to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as Exhibit G is Power of Attorney provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

3. County's Stipulations:

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.

b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

4. The County and Applicant, jointly stipulate and agree as follows:

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as Exhibit A. If the Highway Authority Agreement attached as Exhibit A is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County's breach of any obligation under the Highway Authority Agreement.

b. The Applicant intends to submit the Highway Authority Agreement to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA's "No Further Remediation Letter," should one be issued.
The Applicant will request that the IEPA reference this Agreement in IEPA’s “No Further Remediation Letter,” should one be issued.

c. This Agreement and the Highway Authority Agreement attached as Exhibit A shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chairman of the County Board with a resolution approving the execution of such agreements.

d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.ii., should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. In the event this occurs and the County has no obligation to notify the Applicant, the Applicant’s obligations to the County under this Agreement, including but not limited to the Applicant’s obligation to reimburse and indemnify the County, remain unchanged.

e. Reimbursement of Fees and Costs Associated with the Review, Negotiation, Approval and Implementation of this Agreement:

   i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirty-days of the Applicant’s receipt of the County’s request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.

   ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with or, for purposes of the Work need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW, or need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, 100%) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount thereof together with true and correct copies of all contracts, invoices and other supporting documentation. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the
environment or the public, or unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant would still be subject to the County’s laws, rules or ordinances and be required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days, then the County and the Applicant agree that the County will manage the work and the Applicant will reimburse for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County agrees to provide notice to the Applicant of such immediate need, as practical, prior to the County performing Work, although such notice is under no circumstances required, it is merely a courtesy, and the County’s failure to provide such notice is not a failure as described under Paragraph 4.h., herein. Further, should the County provide this courtesy notice to the Applicant in the immediate need situation described herein and if the Applicant immediately responds to such notice, to the satisfaction of the County, the County may allow, in its discretion, the Applicant to perform an agreed scope of work. Notwithstanding, the Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.
iii. Applicant will provide a payment bond, in substantially the form and amount as stated in Exhibit C, under which a surety will provide payment not to exceed the stated amount in Exhibit C, in the event the Applicant fails to make payment as required by Paragraph 4. Within forty-five (45) days after IEPA approval of the Highway Authority Agreement, the Applicant shall have Exhibit C authorized by the surety to add this Agreement to the payment bond and shall deliver a copy of the executed Exhibit C to the County.

Before seeking reimbursement under Exhibit C, the County shall give the Applicant a written notice (together with true and correct copies of all contracts, invoices and other supporting documentation) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of the second written notice. Any failure of the County to include documentation with the second written notice does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under the payment bond where the payment has been disputed in writing by the Applicant.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.


f. Defense and Indemnity:

i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is
not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives’ or the Applicant’s execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as contemplated herein and pay all fees, costs, damages and other expenses arising there from; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative’s willful and wanton acts. The defense and indemnification obligations of the Applicant hereunder shall survive the expiration or termination of this Agreement. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent; however, should the agreement expressed in the prior sentence of this Paragraph be determined by a court to be invalid, then it shall be severed from the remainder of this Subparagraph, but the remainder of this Paragraph should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. This Paragraph 4 and all of its subsections survive termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all
obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.

ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, (55 ILCS 5/3-9005), any attorney representing the County, under this Section, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The County’s participation in its defense shall not remove the Applicant’s duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed as provided in 55 ILCS 5/3-9008, in the County’s sole discretion.

iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.

iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County’s independent contractors as either an “agent” or “representative,” but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.

g. This Agreement does not limit the County’s ability to construct, reconstruct, improve, repair, grade, excavate, demolish, maintain and/or operate (collectively “Work”) a ROW, roadway or highway, upon the County’s property, or to allow others to use or Work on the ROW, roadway or highway. To that extent, the County reserves the right and the right of those using its property under permit, to remove Contaminated soil or groundwater above Tier 1 residential remediation objectives from the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.

h. Failure of the County to give notice to the Applicant pursuant to Paragraph 4.e.ii. is not a violation of this Agreement. However, if the Applicant is not given notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of $139,874.54. This $139,874.54 limitation on reimbursement specifically excludes courtesy notice for immediate need work under Paragraph 4.e.ii., so that if no notice is provided by the County to the Applicant for immediate need
work as described in Paragraph 4.e.ii., the County's eligibility for reimbursement from the Applicant is not limited in any manner by this Paragraph 4.h. Any failure of the County to include documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph.

i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant's or any of its subsidiaries' use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned and operated by the Applicant or its subsidiaries. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than the as identified in the EMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant's or any of its subsidiaries' use, operation, or ownership of the Site or USTs, if:

   i. identification of the asserted "clearly identifiable" Contamination in an area other than those shown in the Applicant aerial extents of Contamination attached as Exhibits A-2 through A-6; and

   ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant on Exhibits A-2 through A-6. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County's expense; and

   iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the notice for non-immediate work was sent to the Applicant and otherwise, prior to the County mobilizing for construction on any portion of the ROW, if the Applicant has received notice from the County pursuant to 4.e.ii. If the Applicant receives notice from the County pursuant to 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.

j. Written notice(s) required under and invoices presented pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by facsimile, overnight delivery (with signature release), or Certified Mail, return receipt requested:
For the County:  DuPage County Division of Transportation  
421 N. County Farm Road, Second Floor  
Wheaton, Illinois 60187  
Attention: County Engineer  
Telefax: 630-407-6901

and

DuPage County State's Attorney's Office  
505 N. County Farm Road, Third Floor  
Wheaton, Illinois 60187  
Attn: Civil Division  
Telefax: 630-407-8201

For the Applicant: BP Products North America Inc.  
Attention: Remediation Management – Illinois  
150 West Warrenville Road, MC 200-IN  
Naperville, Illinois 60563

and

BP America, Inc.  
Attention: HSSE Legal – Illinois UST  
150 West Warrenville Road, MC 200-1W  
Naperville, Illinois 60563

k. In the event the County breaches this Agreement, the Applicant's sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement, is limited to an aggregate maximum of ten thousand dollars ($10,000.00). No other claim or allegation of a breach of this Agreement is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County's independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

l. The County's sole responsibility under this Agreement with respect to others using the ROW pursuant to a permit from the County, is to include the following, or similar language in the provisions of the permits issued after the Effective Date of this Agreement:
As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

m. Should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement inure to the County’s successor so long as the County’s successor executes a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742. In addition, the Applicant’s sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraph 4.k., may be pursued by the Applicant against the County’s successor in interest, unless such successor is the State of Illinois or any Illinois State agency.

n. This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing both the County and the Applicant, in recognition of laws passed by the General Assembly and regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.

o. This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.

p. The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County’s written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County’s determination, that is of a financially stable going concern. If the Applicant requests the County’s consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County’s ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.

1. The name of the proposed assignee;
ii. The terms of the proposed assignment;

iii. The nature of business of the proposed assignee; and

iv. Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County’s agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County’s successors’ execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.

q. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Paragraph should be construed to allow the Applicant to assign its interest in this Agreement, unless done pursuant to Paragraph 4.p. of this Agreement. Any successors and assigns of either party to this Agreement must execute a Highway Authority Agreement in compliance with 35 Ill. Adm. Code in order to obtain the benefit of this Agreement, however, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant), it obliges itself to provide the benefits of this Agreement to the ROW owner.

r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof.
s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant’s obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.

u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.

v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or its subsidiaries are responsible under this Agreement or otherwise, in the County’s ROW.

DATED this ______ day of __________, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

DUPAGE COUNTY, ILLINOIS,

By: ________________________________
   Board Chairman

Attest: ________________________________
   (Signature)

Printed Name: ________________________________

APPLICANT BP PRODUCTS NORTH AMERICA INC.

By: ________________________________
   ________________________________
   In behalf of BP Products North America Inc.

Its: ________________________________
   Contracts Manager, BP Remediation Management

Subscribed and sworn before me this Signature on File, 2018.

NOTARY PUBLIC

216719134.1 37134/177428
EXHIBIT LIST

Exhibit A: Highway Authority Agreement.

Exhibit A-1: ROW Drawing.

Exhibit A-2: Applicant's predicted maximum estimated area of Contaminant impacted soils within the area of the Site and ROW.

Exhibit A-3: Applicant's predicted maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW.

Exhibit A-4: Applicant's maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling.

Exhibit A-5: Applicant's map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling.

Exhibit A-6: Table identifying sampling and exceedances of Tier 1 remediation objectives.

Exhibit B: Site Location Map and Legal Description

Exhibit C: Highway Authority Benefits Agreement Bond

Exhibit D: Exhibit D is not included in this Agreement

Exhibit E: Exhibit E is not included in this Agreement

Exhibit F: Exhibit F is not included in this Agreement

Exhibit G: Applicant's Power of Attorney

Exhibit H: HAA Application
EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of __________, 2018, pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) BP Products North America Inc. ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, BP Products North America Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7450 South Kingery Highway, Willowbrook, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks or at the above referenced Site ("the Release(s)") soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332, and 913204 to the Release(s).

3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).

4. Attached as Exhibit A-6 is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit A-6 are identified on the map(s) in Exhibit A-2 through A-5.

5. Attached as Exhibit A-1 is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives as further described in this paragraph. Access shall be allowed by permit that requires human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This Agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. **BP Products North America Inc.** shall notify the Agency of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this Agreement, or until the Agreement is otherwise terminated or voided.

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency P.O. Box 19276 Springfield, IL 62974-9276

Owner/Operator
BP Products North America Inc. Attention: Remediation Management – Illinois 150 West Warrenville Road, MC 200-1N Naperville, Illinois 60563

and

DuPage County Division of Transportation 421 N. County Farm Road, Second Floor Wheaton, Illinois 60187 Attention: County Engineer

BP America, Inc. Attention: HSSE Legal – Illinois UST 150 West Warrenville Road, MC 200-1W Naperville, Illinois 60563

and

DuPage County State’s Attorney’s Office 505 N. County Farm Road, Third Floor Wheaton, Illinois 60187 Attention: Civil Division

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

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EXHIBIT A-2: APPLICANT'S MAXIMUM ESTIMATED AREA OF SOIL CONTAMINATION

[Diagram of soil contamination area]

Attachment: Agreement (DT-O-0026-18: Highway Authority Benefits Agreement)
EXHIBIT A-3: APPLICANT'S MAXIMUM ESTIMATED AREA OF GROUNDWATER CONTAMINATION (2 pages)
EXHIBIT A-4: APPLICANT'S ESTIMATED AERIAL EXTENT OF CONTAMINATION EXCEEDING TIER 1 RESIDENTIAL STANDARDS FOR SOIL
EXHIBIT A-5: APPLICANT'S ESTIMATED AERIAL EXTENT OF CONTAMINATION EXCEEDING TIER 1 RESIDENTIAL STANDARDS FOR GROUNDWATER
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<td>MW-12</td>
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<td>97.39</td>
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<td>4.18</td>
<td>93.46</td>
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<tr>
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<td>722.46</td>
<td>11.50</td>
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</table>

Notes:
1. bsc = below top of casing
2. nml = not measured
Table 3. Groundwater RTEX and MTBE Analytical Data
Former BP Service Station, 86772
760 South Kingsway Highway
Woodland Hills

<table>
<thead>
<tr>
<th>MW</th>
<th>Date Sampled</th>
<th>Benzene (mg/L)</th>
<th>Toluene (mg/L)</th>
<th>Ethylbenzene (mg/L)</th>
<th>Xylenes (1,2,4-3) (mg/L)</th>
<th>MTBE THEROCOM (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12/27/1991</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
</tr>
<tr>
<td>2</td>
<td>12/27/1991</td>
<td>0.029</td>
<td>0.005</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
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<td>3</td>
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<td>0.003</td>
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<td>&lt;0.001</td>
<td>&lt;0.001</td>
</tr>
<tr>
<td>4</td>
<td>12/27/1991</td>
<td>0.023</td>
<td>0.002</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
<td>&lt;0.001</td>
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<tr>
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<td>0.003</td>
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<td>&lt;0.001</td>
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<td>0.003</td>
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<td>&lt;0.001</td>
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</tbody>
</table>

**Attachment:** Agreement (DT-O-0026-18 : Highway Authority Benefits Agreement)
<table>
<thead>
<tr>
<th>Well C</th>
<th>Data Accepted</th>
<th>Bencene (mg/L)</th>
<th>Toluene (mg/L)</th>
<th>Ethylbenzene (mg/L)</th>
<th>Xylenes (mg/L)</th>
<th>Total TLI (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW-10</td>
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<td>0.001</td>
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<tr>
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<td>0.001</td>
<td>0.001</td>
<td>0.000</td>
</tr>
<tr>
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<td>0.001</td>
<td>0.001</td>
<td>0.000</td>
</tr>
<tr>
<td>MW-13</td>
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<td>0.001</td>
<td>0.000</td>
</tr>
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<td>MW-14</td>
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<td>0.001</td>
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<td>0.000</td>
</tr>
<tr>
<td>MW-15</td>
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<td>0.000</td>
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<td>MW-16</td>
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<td>MW-17</td>
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<td>0.001</td>
<td>0.000</td>
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<td>MW-18</td>
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<td>0.001</td>
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<td>0.000</td>
</tr>
</tbody>
</table>

**Notes:**
1. Results in ng/sample per liter (mg/L).
2. NA = not analyzed.
3. *X =* lowest concentration of analysis is lower than the analytical reporting limit.
4. Bold concentrations exceed the Tier 1 remediation objectives (Class 1).
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
<th>Column 8</th>
<th>Column 9</th>
<th>Column 10</th>
<th>Column 11</th>
<th>Column 12</th>
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</thead>
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<tr>
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<td>Value 3</td>
<td>Value 4</td>
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<td>Value 6</td>
<td>Value 7</td>
<td>Value 8</td>
<td>Value 9</td>
<td>Value 10</td>
<td>Value 11</td>
<td>Value 12</td>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Table 3: Groundwater FIA Analytical Data

Packet Pg. 261

Attachment: Agreement (DT-O-0026-18 : Highway Authority Benefits Agreement)
### Table 4. Soil BTEX and MTBE Analytical Data

**Former BP Service Station**

**600 South Kaprely Highway**

**Willowbrook, Illinois**

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Date Sampled</th>
<th>Octanol (mg/g)</th>
<th>Benzene (mg/g)</th>
<th>Toluene (mg/g)</th>
<th>Ethylbenzene (mg/g)</th>
<th>Xylenes (total) (mg/g)</th>
<th>Mobile Field Borough *Note (mg/g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW-1</td>
<td>1/12/1991</td>
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<td>0.0241</td>
<td>0.005</td>
<td>0.0137</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>NW-3</td>
<td>1/10/1991</td>
<td>2.8</td>
<td>1.965</td>
<td>4.681</td>
<td>1.861</td>
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<td>NA</td>
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<tr>
<td>NW-4</td>
<td>1/10/1991</td>
<td>3.59</td>
<td>0.0026</td>
<td>0.005</td>
<td>0.0026</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>NW-6</td>
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<td>0.0026</td>
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<td>NA</td>
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<td>0.0026</td>
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<td>NA</td>
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<td>NW-9</td>
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<td>0.0026</td>
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<tr>
<td>NW-10</td>
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<td>21.362</td>
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<td>177.892</td>
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<td>21.362</td>
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<td>177.892</td>
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<td>0.0026</td>
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<td>NA</td>
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<td>0.005</td>
<td>0.0026</td>
<td>NA</td>
<td>NA</td>
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<tr>
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<td>0.0026</td>
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**Attachment: Agreement (DT-O-0026-18: Highway Authority Benefits Agreement)**
### Table 4. Soil STEX and MTBE Analytical Data

Former BP Service Station #2872
1450 South-Kipling Highway
Willowbrook, Illinois

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Date Sampled</th>
<th>Depth (ft)</th>
<th>Benzene (mg/kg)</th>
<th>Ethylbenzene (mg/kg)</th>
<th>Toluene (mg/kg)</th>
<th>Xylenes (Total) (mg/kg)</th>
<th>MTBE Tolerable Daily Dietary Intake (mg/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
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<td>13</td>
<td>150</td>
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<td>Ingestion Exposure Route</td>
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<td>16,000</td>
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<td>16,000</td>
<td>760</td>
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<tr>
<td>Commercial</td>
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<td>202,000</td>
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<tr>
<td>Ingestion Exposure Route</td>
<td>Residential</td>
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<td>856</td>
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<td>330</td>
<td>8,030</td>
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<tr>
<td>Commercial</td>
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<td>320</td>
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<td>Construction Worker</td>
<td>Ingestion</td>
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<td>410,000</td>
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<td>Inhalation</td>
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<td>Total Excretion Sites</td>
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<tr>
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<td>118</td>
<td>11,060</td>
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**Notes:**
1. Results in milligrams per kilogram (mg/kg)
2. NA = not analyzed
3. < = actual concentration of analyte is less than the laboratory report limit
4. Bold concentrations exceed the Tier 1 immediate objective (Class I)
### Table 6. Soil Metals (Total) Analytical Data

#### Form: 374174-117

**6-0.a**

#### Location: 7450 South Shapiro Highway

**Attachment: Agreement** (DT-O-0026-18: Highway Authority Benefits Agreement)

<table>
<thead>
<tr>
<th>Soil Metal</th>
<th>Total (mg/kg)</th>
<th>Non-Metal Area</th>
<th>Metal Area</th>
<th>Ingestion</th>
<th>Inhalation</th>
<th>Admixture (mg/kg)</th>
<th>Ingestion (mg/kg)</th>
<th>Inhalation (mg/kg)</th>
<th>Admixture (mg/kg)</th>
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<tbody>
<tr>
<td>Zn</td>
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<td>--</td>
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<td>2.5</td>
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<td>--</td>
<td>--</td>
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</tr>
<tr>
<td>Cu</td>
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<td>72</td>
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<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

#### Notes:

1. Results in mg/kg except for In (mg/l)
2. < 0.1 = below detection limit
3. % of detections exceed the Tier I remediation objective (Class I)
4. < 0.2 = below detection limit

---

**Packet Pg. 265**
EXHIBIT B – SITE LOCATION MAP AND LEGAL DESCRIPTION

PINs: 09-26-116-017

Common Address: 7450 South Kingery Highway, Willowbrook, Illinois

Legal Description:
LOT 1 IN KOLIOPOULOS CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 2007 AS DOCUMENT NUMBER R2007-044965, IN DUPAGE COUNTY, ILLINOIS.
EXHIBIT C: PAYMENT BOND

PAYMENT BOND

Bond No____________________

KNOW ALL MEN BY THESE PRESENTS, That we BP Products North America Inc. as Principal, (hereinafter called “Principal”), and __________________________, a __________________ corporation, as Surety, (hereinafter called “Surety”), are held and firmly bound unto DuPage County, Illinois, as Obligee, in the full and just sum of Two Hundred-Seventy-Nine, Seven-Hundred and Forty-Nine Thousand and 07/100 Dollars ($279,749.07) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled Highway Authority Benefits Agreement (“HABA”) as is more specifically set for in the HABA, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this ______ day of ______________________, 2018.

ATTEST: __________________________
Printed Name: ______________________
Attorney-in-fact for Principal

PRINCIPAL - BP Products North America Inc.

By: ______________________________
Printed Name: Jim Smith
Title: Contracts Manager, BP Remediation Management

SURETY

By: ______________________________
Printed Name: ______________________
Address: __________________________
Phone: ____________________________
EXHIBIT D

Exhibit D is intentionally left blank.
EXHIBIT E

Exhibit E is intentionally left blank.
EXHIBIT F

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EXHIBIT G: POWER OF ATTORNEY AUTHORIZING EXECUTION OF AGREEMENT (4 pages)

BP PRODUCTS NORTH AMERICA INC.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that

BP PRODUCTS NORTH AMERICA INC., formerly known as Amoco Oil Company, and successor in interest by merger with BP Exploration & Oil Inc., a corporation organized and existing under the laws of the State of Maryland, United States of America (the "Company"), does hereby make, constitute, designate and appoint:

Armstrong, Jon Frisch, Greg Onafrik, Nicholas J
Barnett, James C Giff, Todd E Peterson, Nick
Bien-Curtin, Michelle L Gonzalaki, Stephen P Piotrowski, Dave A
Birbeck, Douglas Greco, Christopher Skance, John C
Burke, Erin Greffis, Jonathan Smith, Jim L
Carmel, Charles P Halsey, Ronald Sontchi, Joseph P
Christie, Kyle A Jazic, Sasa Taylor, Paul F
Coil, Randal D Kezos, Cynthia D Wojcieszowski, Mary C
Crane, Allison Larson, Eric J Ziegler, Scott
Delisle, Alan L Littrell, Lori G  
Dippo, Ronald P Mancini, Bruno
Ferry, Steven M McAulaty, Michael C
Frankenthal, John A McDonald, Scott

each, as its lawful Attorney-in-Fact (hereinafter referred to as "Attorney-in-Fact") to do and perform the activities listed below in the name of and on behalf and for the benefit of the Company, and to execute and deliver any and all of the following instruments requiring execution and delivery in the name of and on behalf of the Company:

To represent and act on behalf of the Company in all environmental remediation matters and to provide environmental investigation and support regarding any facilities for which the Company is or is alleged to be responsible as a result of the past, present or future operations, assets or holdings of the Company, or any combination thereof. This authority is limited to the following:

i. In coordination with the procurement specialist assigned by the Company or Remediation Management Services Company ("RMSC"), to enter into and deliver contracts on behalf of the Company with regard to
environmental remediation, environmental investigation and related environmental support activities to be undertaken at such facilities with respect to any releases or spills alleged, suspected or confirmed to have come therefrom;

ii. In coordination with legal counsel assigned by the Company or RMSC, to correspond, communicate and negotiate with, and to settle and/or compromise claims asserted by, any claimants and with any federal, state and/or local governmental agencies with respect to any actual or alleged liability or responsibility of the Company for environmental remediation, environmental investigation and related environmental support at such facilities, or known, suspected or alleged releases, and the execution and delivery of any and all documents in connection with such matters, as necessary and appropriate;

iii. In coordination with the legal counsel and procurement specialists assigned by the Company or RMSC, participate in the preparation and negotiation of risk transfer agreements and contracts with qualified environmental suppliers and risk transfer insurance underwriters in support of transactions authorized by the Company; and,

iv. To execute and deliver any and all documents in connection with the conduct of environmental remediation, environmental investigation and related environmental support activities and plans with respect to any confirmed, suspected or alleged releases or spills, including:

a. Preparation, execution and submittal of all necessary applications to obtain permits and/or renewals of such permits, as may be required by state, federal or local authorities;

b. In coordination with legal counsel assigned by the Company or RMSC, prepare and execute access agreements for the right of entry to properties owned by third parties;

c. Preparation and execution of any and all environmental reports and correspondence to be submitted to any federal, state and/or local governmental agencies, as may be required by any federal, state or local laws, regulations or ordinances;

d. Preparation and execution of agency notifications of property transfers required by federal, state or local laws, for the Company’s sale of any real property interests in such facilities;

e. Preparation and execution of any and all documents relating to well disclosures;

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f. Preparation, execution and submittal of applications for reimbursement to state insurance funds in accordance with any applicable laws and regulations, and handling any and all appeals from decisions of state insurance funds and/or administrators as authorized by law;

g. Preparation, execution and submittal of all applications, forms, waste profiles and other documents, as required by applicable laws, to treat or dispose of hazardous and/or non-hazardous contaminated soil, water or waste at or associated with such facilities in accordance with applicable laws and the waste disposal policies of RMSC and/or the Company.

HEREBY GIVING AND GRANTING said Attorney-in-Fact full power and authority to do and perform all acts necessary and proper to accomplish the foregoing, and hereby ratifying and confirming all that said Attorney-in-Fact shall do or cause to be done by virtue thereof.

THIS POWER OF ATTORNEY contains the following restrictions:

1. The authorities described herein are not transferable nor can they be sub-delegated to any other individuals.

2. The authorities described herein cover or pertain to lands of the United States of America or any state or territory thereof; or oil, gas, and mineral rights owned by the United States of America or any state or territory thereof; or Tribal and Allotted Indian Lands.

The power and authority granted herein is subject to the specific limitation that the exercise thereof shall be for the sole and exclusive benefit of the Company pursuant to the power and authority granted herein and shall not be on behalf of any other person in whole or in part.

THIS POWER OF ATTORNEY shall be effective as of January 31, 2017 and shall remain valid until the earlier of any of the following:

1. January 31, 2018;
2. The date the Attorney-in-Fact ceases to be an employee of the Company or any wholly-owned subsidiary of BP p.l.c.; or
3. The date this Power of Attorney is formally revoked by the Company.
IN WITNESS WHEREOF, COMPANY, has caused its corporate name to be subscribed hereto in the City of Houston, County of Harris and State of Texas, United States of America, this _2_ day of January, 2017.

BP PRODUCTS NORTH AMERICA INC.

By: ____________________________
Name: Lisa A. Smith
Title: Vice President

STATE OF TEXAS )
 ) SS:
COUNTY OF HARRIS )

On this day before me, a Notary Public in and for the state of Texas, personally appeared Lisa A. Smith, Vice President of BP Products North America Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed, and in the capacities therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2017 day of January, 2017.

Notary Public

DEBBIE M. ANDERSON
ID #11024922
My Commission Expires
June 12, 2019

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EXHIBIT H: HAA APPLICATION

This Exhibit H is contained on the one CD ROM attached.
DuPage County

Grant Proposal Notification

GRANT NAME: ComEd Green Region Program

GRANTING ENTITY: Openlands & ComEd

COUNTY DEPARTMENT: Division of Transportation

PARENT COMMITTEE: Transportation

DEPARTMENT CONTACT: Sidney Kenyon

AMOUNT REQUESTED: $9,585

TYPE OF GRANT (please check): ☑️ Competitive  □ Continuation  □ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
This grant would secure funds utilizing a pass through to the Resiliency Institute to install signs, plant pollinator vegetation, and provide avian habitats at the Ferry Forest Garden on the Illinois Prairie Path's Aurora Branch. Under County highway permit, the Institute operates the Ferry Forest Garden at the Path's intersection with Ferry Road. Resiliency Institute shall provide matching funds, and the County would act as their fiscal agent. The County will draft and execute an agreement with Resiliency Institute to clearly enumerate the responsibilities of both parties.

Grant proposal submission due date  (MM/DD/YYYY)  3/16/2018

Start Date:  6/1/2018  Completion Date:  12/1/2019
Year:  Duration (years)

If awarded, will this grant require the hiring of additional staff or personnel?
If yes, please list:

How many new positions will be created:

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:
n/a

What fund will be used to compensate personnel after the project period ends:
n/a

Are matching funds required?
If yes, please answer the following questions:

Percentage of funding required by granting agency  50%

County's match amount:  (auto fill)  $ -
   *Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement:  by Resiliency Institute

Grant amount request  (auto fill)  $ 9,585.00

All other funding already allocated for project or project phase  $ 13,858.00

Total project or project phase cost  (auto fill)  $ 23,443.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal.
Grant Proposal Notification Report 026-18

Submitted on: 03/16/18 Submitted by: Agnus Dolan, Division of Transportation

Purpose of Grant: ComEd and Openlands, a non-profit conservation land trust, partner together to fund and administer the ComEd Green Region Grant Program. The program awards grants to public agencies supporting their efforts to plan for, protect, and improve open space in ComEd’s service area of northern Illinois. Grants will support open space projects that focus on planning, acquisition, and improvements to local parks, natural areas, and recreation resources. DuPage County’s Division of Transportation seeks funding to develop a permaculture pollinator habitat and educational materials for Ferry Forest Garden.

Proposal Due Date: 3/16/2018 Project Period: 06/01/2018 - 12/01/2019

Matching Requirement: [x] No Explain: ____________________________

Headcount Requirement: [x] No Explain: ____________________________

Funding Origination Source: [x] Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): DuPage County DOT applied for a grant award in the amount of $9,585. If awarded, the funding would be passed on to the Resiliency Institute, who would provide an additional $13,858 of funding to fulfill a 50% cash match requirement, for a total project cost of $23,443.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Agnus Dolan, DOT or contact Sidney Kenyon, DOT at 630-407-6897.
DuPage County

Grant Proposal Notification

GRANT NAME: ComEd Green Region Program

GRANTING ENTITY: Openlands & ComEd

COUNTY DEPARTMENT: Division of Transportation

PARENT COMMITTEE: Transportation

DEPARTMENT CONTACT: Sidney Kenyon

AMOUNT REQUESTED: $3,000

TYPE OF GRANT (please check): ☐ Competitive ☐ Continuation ☐ Formula
**Narrative (Purpose of grant; justification of need):**

This grant would secure funds utilizing a pass through to the Illinois Prairie Path Corporation to install 2 educational signs at agreed upon locations on the Path system. The signs would share the history of the path systems and the significance of their installation as a historical initiative. IPPc shall provide matching funds, and the County would act as their fiscal agent. The County will draft and execute an agreement with IPPc to clearly enumerate the responsibilities of both parties.

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**Grant proposal submission due date** (MM/DD/YYYY)  
3/16/2018

**Start Date:** 6/1/2018  
**Completion Date:** 12/1/2019

**Year:**  
**Duration (years):**

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**If awarded, will this grant require the hiring of additional staff or personnel?**

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- **Full-Time**
  - n/a
- **Part-Time**
  - n/a

**How many new positions will be created:**

**If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:**

- n/a

**What fund will be used to compensate personnel after the project period ends:**

- n/a

**Are matching funds required?**

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- **Percentage of funding required by granting agency:** 50%

- **County's match amount:**

  - (auto fill)
  - $ -

  *Department may seek additional funding in the future to provide match amount*

- **County fund that will provide the matching requirement:**

  - by IPPc

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**Grant amount request**

- (auto fill)
  - $ 3,000.00

**All other funding already allocated for project or project phase**

- $ 5,000.00

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**Total project or project phase cost**

- (auto fill)
  - $ 8,000.00

- Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 025-18

Submitted on: 03/16/18          Submitted by: Agnus Dolan, Division of Transportation

Purpose of Grant: ComEd and Openlands, a non-profit conservation land trust, partner together to fund and administer the ComEd Green Region Grant Program. The program awards grants to public agencies supporting their efforts to plan for, protect, and improve open space in ComEd’s service area of northern Illinois. Grants will support open space projects that focus on planning, acquisition, and improvements to local parks, natural areas, and recreation resources. DuPage County’s Division of Transportation seeks funding for the installation of two educational trail signs along the Illinois Prairie Path in support of the Illinois Prairie Path History and Heritage Sign Initiative.

Proposal Due Date: 3/16/2018        Project Period: 06/01/2018 - 12/01/2019

Matching Requirement: ☐ Yes  ☒ No    Explain: __________________________

Headcount Requirement: ☐ Yes  ☒ No    Explain: __________________________

Funding Origination Source:  ☒ Federal  ☐ State  ☐ Private  ☒ Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): DuPage County DOT applied for a grant award in the amount of $3,000. If awarded, the funding would be passed on to the Illinois Prairie Path Corporation, who would provide an additional $5,000 of funding to fulfill a 50% cash match requirement, for a total project cost of $8,000.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Agnus Dolan, DOT or contact Sidney Kenyon, DOT at 630-407-6897.