1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   
   A. Transportation Committee - Regular Meeting - Tuesday August 7th, 2018

5. CONSENT ITEMS (2)
   
   A. Consent Item -- Clark Dietz, Inc. - 317 SERV - Decrease/Close
   
   B. Consent Item -- Buchanan Energy, LLC - 2379 SERV - Decrease/Close

6. ACTION ITEMS

   Authorizations to Travel

   A. Authorization to Travel -- Director of Transportation/County Engineer to travel to East Peoria, Illinois from October 10, 2018 through October 12, 2018 to attend the 2018 Fall meeting of the Illinois Association of County Engineers. Expenses to include registration, lodging and meals, for an estimated County cost of $527.50

   Budget Adjustments

   B. Budget Transfers -- $259,381.00 from 1500-3640-54199 (CAPITAL CONTINGENCY) to 1500-3640-53090 (OTHER PROFESSIONAL SERVICES) and 1500-3649-54000 (LAND/RIGHT OF WAY) for land acquisition for the 87th Street at Woodward project and the Long Range Transportation Plan

   C. Budget Transfers -- $1,072,453.00 from 1500-3500-54199 (CAPITAL CONTINGENCY) to 1500-3500-53830 (OTHER CONTRACTUAL EXPENSES) and 1500-3500-54000 (LAND/RIGHT OF WAY) for land acquisition for the 87th Street at Woodward and Gary Avenue multi-use path projects
Contracts/Purchase Orders

D. 2018-195 Recommendation for the approval of a contract purchase order to Speedstar Holding LLC, d/b/a Transtar Industries LLC, to furnish and deliver transmission repair and replacement parts, as needed for the Division of Transportation, for the period September 4, 2018 through August 31, 2019, for a contract total not to exceed $10,000.00; Per low quote 18-160-GV

E. 2018-196 Recommendation for the approval of a contract purchase order to Dual Fuel Systems, Inc., for preventive maintenance and repair and replacement parts for the Compressed Natural Gas filling station for the Division of Transportation, for the period October 30, 2018 through October 29, 2019, for a contract total not to exceed $13,225.00; Per renewal option under bid award 16-149-JM, second of three options to renew

F. 2018-197 Recommendation for the approval of a contract purchase order to INTERRA, Inc., for Professional Geotechnical and Materials Engineering Services, upon request of the Division of Transportation, Section 18-GEOTK-04-EG, for a contract total not to exceed $24,500.00; 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)

General/Awarding Resolutions

G. DT-R-0381-18 RESOLUTION -- Awarding Resolution to Burrink Commercial Services, Inc., for the 2018 Sidewalk Improvement Program, Section 17-SDWLK-03-SW, for an estimated County cost of $407,568.80; Per low bid

Intergovernmental Agreements

H. DT-R-0374-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage, the Illinois State Toll Highway Authority, the Illinois Department of Transportation, the Village of Itasca and the Addison Township Highway Department, for improvements along Illinois Route 390, from west of Park Boulevard to east of Arlington Heights Road, Section 15-04629-EO-FP (No County cost)

I. DT-R-0382-18 RESOLUTION -- Letter of Understanding between the County of DuPage and the Illinois State Toll Highway Authority for improvements to the bridge carrying CH 34/31st Street over I-294

Ordinance

J. DT-O-0058-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit from Statutory to 40 MPH along Morton Road, from 80' north of Mardon Road to Illinois Route 64 within Wayne Township
7. INFORMATIONAL ONLY
   A. Informational -- Grant Proposal Notification 038-18: FY18 Better Utilizing Investments to Leverage Development (BUILD) - Division of Transportation - $6,172,177.00

8. STRATEGIC INITIATIVE UPDATE

9. REPORT FROM STATE'S ATTORNEY'S OFFICE

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT
August 7, 2018

Regular Meeting

10:00 AM

ROOM 3500B

421 NORTH COUNTY FARM ROAD

WHEATON, IL  60187

1. CALL TO ORDER

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

2. ROLL CALL

<table>
<thead>
<tr>
<th>PRESENT:</th>
<th>Healy, Krajewski, Noonan, Puchalski, Zay, Chaplin, Gavanes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABSENT:</td>
<td>Elliott</td>
</tr>
</tbody>
</table>

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Transportation Committee - Re-Scheduled - Jul 10, 2018 10:00 AM

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>James Healy, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Brian J Krajewski, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elliott</td>
</tr>
</tbody>
</table>

5. CONSENT ITEMS (3)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>James Zay, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Healy, Krajewski, Noonan, Puchalski, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Elliott</td>
</tr>
</tbody>
</table>

A. Consent Item -- Aldridge Electric - 2304 SERV - Decrease/Close

B. Consent Item -- HDR Engineering, Inc. - 519 SERV - Decrease/Close

C. Consent Item -- JA Watts, Inc. - 171 SERV - Decrease/Close
6. **ACTION ITEMS**

**Budget Adjustments (3)**

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

Motion to combine and approve Items 6A through 6C

A. Budget Transfers -- $465,000.00 from 1500-3520-52260 (FUEL & LUBRICANTS) to 1500-3510-52270 (MAINTENANCE SUPPLIES); Insufficient funds for road maintenance materials due to increase of bulk rock salt de-icer used for the FY17-FY18 snow season

B. Budget Transfers -- $6,275.00 from 1500-3510-51000 (BENEFIT PAYMENTS) to 1500-1101/3500/3510-51050 (FLEXIBLE BENEFIT EARNINGS); Insufficient funds to pay DOT Flexible Benefit Earnings for remainder of FY2018

C. Budget Transfers -- $575,000.00 from 1500-3500-54199 (CAPITAL CONTINGENCY) to 1500-3500-53010 (ENGINEERING/ARCHITECTURAL SVC); Funding for Construction Engineering for the 2018 Pavement Maintenance North and South Projects

**Contracts/Purchase Orders**

D. 2018-178 Recommendation for the approval of a contract purchase order to Kipp’s Lawnmower Sales & Service, Inc., to furnish and deliver Stihl repair and replacement parts, as needed for the Division of Transportation, for the period August 7, 2018 through July 31, 2019, for a contract total not to exceed $15,000.00; Per low quote 18-155-GV

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

E. 2018-179 Recommendation for the approval of a contract purchase order to Tri-Angle Fabrication & Body Co., Inc., to furnish and deliver two (2) Force America Retrofit Kits for the Division of Transportation, for a contract total not to exceed $17,682.00; Per low quote 18-165-GV
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Healy, Krajewski, Noonan, Puchalski, Zay
ABSENT: Elliott

F. 2018-180 Recommendation for the approval of a contract purchase order to Bonnell Industries, Inc., to furnish and deliver curb shoes for the Division of Transportation, for a contract total not to exceed $7,190.00; Per low quote 18-164-GV

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

G. 2018-181 Recommendation for the approval of a contract purchase order to Valk Manufacturing Company, to furnish and deliver plow blades for the Division of Transportation, for a contract total not to exceed $15,661.80; Per low quote 18-164-GV

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

H. DT-P-0209-18 Recommendation for the approval of a contract purchase order to Roland Machinery Exchange, d/b/a Roland Machinery Company, to furnish and deliver two (2) tandem rollers for the Division of Transportation, for a contract total not to exceed $168,310.00; Per lowest responsible bid 18-107-LG

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Healy, Krajewski, Noonan, Puchalski, Zay
ABSENT: Elliott
I. DT-P-0210-18 Recommendation for the approval of a contract purchase order to Standard Equipment Company, to furnish and deliver one (1) Street Sweeper for the Division of Transportation, for a contract total not to exceed $326,574.00; Per lowest responsible bid 18-103-LG

Discussion held

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

Awarding Resolutions

J. DT-R-0364-18 RESOLUTION -- Awarding Resolution to A Lamp Concrete Contractors, Inc., for drainage improvements along CH 25/Meyers Road, from 16th Street to 18th Street, Section 18-00201-03-DR, for an estimated County cost of $139,288.85; Per low bid

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

K. DT-R-0365-18 RESOLUTION -- Awarding Resolution to Triggi Construction, Inc., for the 2018 Sidewalk Improvement Program, Section 17-SDWLK-03-SW, for an estimated County cost of $461,193.50; Per low bid

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T Noonan, District 2
AYES: Healy, Krajewski, Noonan, Puchalski, Zay
ABSENT: Elliott
Amendments/Change Orders

L. Action Item -- DT-R-0355A-17 – Amendment to Resolution DT-R-0355-17, issued to Brothers Asphalt Paving, Inc., for the 2017 Downers Grove Township Road Resurfacing Program, Section 17-03000-01-GM, to decrease the funding in the amount of $3,465.39, resulting in a final County cost of $558,023.99, a decrease of 0.62%

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

M. Action Item -- DT-0008A-10 – Amendment to Resolution DT-0008-10, Intergovernmental Agreement between the County of DuPage and the Village of Glen Ellyn, for intersection improvements at CH 7/St. Charles Road at Riford Road, Section 03-00297-02-CH, to decrease the funding in the amount of $65,229.04, resulting in a final County cost of $287,860.96, a decrease of 18.47%

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

Intergovernmental Agreements

N. DT-R-0366-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Downers Grove Township Road District for the 2018 Downers Grove Township Road Maintenance Program, Section 18-03000-01-GM (No County cost)

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

O. DT-O-0047-18 ORDINANCE -- Ordinance for the Alteration of Speed Limit along various streets located within Winfield Township, from 30 MPH to 25 MPH

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

7. REPORT FROM STATE'S ATTORNEY'S OFFICE

8. OLD BUSINESS

9. NEW BUSINESS

Motion to enter into Executive Session at 10:05 a.m.

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

10. EXECUTIVE SESSION

A. Pursuant to Open Meetings Act 5 ILCS 120/2(c)(5) – purchase of real property for use by public body

11. ADJOURNMENT
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 317-0001-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: Clark Dietz, Inc.</td>
<td>Vendor #: 10800</td>
<td></td>
<td>Dept Contact: Sarah Lobdell</td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
- CH 21/Fabyan Parkway at IL Route 38
- Decrease/Close

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.
- [x] (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>$885,142.50</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$885,142.50</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$124,112.09</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$761,030.41</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-14.02%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-14.02%</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: __________________
- [x] 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: __________________ to: __________________
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10% of current contract amount
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>SL</th>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>6900</td>
<td>Jul 27, 2018</td>
<td></td>
<td></td>
<td>7/30/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

- [ ] Buyer: __________________ Date: 8-13-18
- [ ] Procurement Officer: __________________ Date: 8-14-18

- [ ] Chief Financial Officer (Decision Memos Over $25,000): __________________ Date: __________________
- [ ] Chairman’s Office (Decision Memos Over $25,000): __________________ Date: __________________
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2379-SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 1</th>
<th>Department: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Buchanan Energy LLC</td>
<td>Vendor #: 24431</td>
<td>Dept Contact:</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:  
Contract to furnish & deliver/syphon & transfer gasoline and diesel fuel. Decrease remaining encumbrance and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$1,272,400.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>Ending CB approval</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$1,272,400.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>□ Increase (D) □ Decrease</td>
</tr>
<tr>
<td></td>
<td>□ Increase (D) □ Decrease</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(D + C)</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$633,258.10</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>50.23%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>50.23%</td>
</tr>
</tbody>
</table>

**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:  
- □ 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:  
- □ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- □ Funding Source  
- OTHER - explain below:

---

**Reviewed by (initials) & Date**

**Recommended for Approval (initials) & Date**

**Packet Pg. 11**
Director of Transportation/County Engineer to travel to East Peoria, Illinois from October 10, 2018 through October 12, 2018 to attend the 2018 Fall meeting of the Illinois Association of County Engineers. Expenses to include registration, lodging and meals, for an estimated County cost of $527.50

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Department: Transportation Committee

Request Date: 08/13/18  
Account Code: 1500-3500

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the 2018 Fall meeting of the Illinois Association of County Engineers. This is one of two meetings held on an annual basis for County Engineers and speakers from IDOT, the FHWA and others, which keeps the County Engineers up to date on various transportation related projects.

Destination: East Peoria, IL

Date of Departure: 10/10/18  
Date of Return Arrival: 10/12/18
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>100.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>300.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>127.50</td>
</tr>
<tr>
<td>Total:</td>
<td>$ 527.50</td>
</tr>
</tbody>
</table>

Reviewed by and Date Approved

- Eva Hitchcock  
  Completed 08/13/2018 8:17 AM
- Christopher Snyder  
  Completed 08/13/2018 9:42 AM
- Transportation Committee  
  Pending 08/21/2018 10:00 AM
- County Board  
  Pending 08/28/2018 10:00 AM
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1500

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>3640</td>
<td>54199</td>
<td></td>
<td>CAPITAL CONTINGENCY</td>
<td>$259,381.00</td>
<td>396,447</td>
<td>372,066</td>
<td>8/10/18</td>
</tr>
</tbody>
</table>


To: 1500

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>3640</td>
<td>53090</td>
<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$105,091.00</td>
<td>(104,177.18)</td>
<td>1,513.82</td>
<td>8/10/18</td>
</tr>
<tr>
<td>3649</td>
<td>54000</td>
<td></td>
<td>LAND/RIGHT OF WAY</td>
<td>$153,090.00</td>
<td>(36,990)</td>
<td>150,000</td>
<td></td>
</tr>
</tbody>
</table>

Total $259,381.00

Reason for Request:
Funding for necessary land acquisition for 87th @ Woodward taking into consideration appraisals/fair market value. Also, funding for portion of Long Range Transportation Plan.

Signature on File

(foreign language)

Signature on File

Department Head

Chief Financial Officer

Activity (optional)

***Please sign in blue ink on the original form***

Finance Department Use Only

Fiscal Year 2018
Budget Journal #
Acctg Period

Entered By/Date: Released By/Date: Posted By/Date:
### BUDGET ADJUSTMENT

**DuPage County, Illinois**

**Effective September 21, 2018**

1500 - HIGHWAY, STREETS & BRIDGES

**Company/Accounting Unit Name**

#### Accounting Information

<table>
<thead>
<tr>
<th>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>54199</td>
<td></td>
<td>CAPITAL CONTINGENCY</td>
<td>1,072,453.00</td>
<td>2,364,998</td>
<td>1,312,545</td>
<td>8/10/18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OTHER CONTRACTUAL EXPENSES</td>
<td>411,993.00</td>
<td>350,500.00</td>
<td>532,500</td>
<td>8/10/18</td>
</tr>
<tr>
<td>3500</td>
<td>54000</td>
<td></td>
<td>LAND/RIGHT OF WAY</td>
<td>860,460.00</td>
<td>1,279,960</td>
<td>532,500</td>
<td>8/10/18</td>
</tr>
</tbody>
</table>

**Total** | 1,072,453.00 | 1,072,453.00 | 1,072,453.00 |

**Reason for Request:**

Funding for necessary land acquisition for 87th @ Woodward and Gary Ave. multi-use path taking into consideration appraisals/fair market value.

**Signature on File**

**Department Head**

**Signature on File**

**Chief Financial Officer**

**Date** 8/10/18

---

**Finance Department Use Only**

**Fiscal Year** 2018  **Budget Journal #**  **Acctg Period**

**Entered By/Date**  **Released By/Date**  **Posted By/Date**

---

** Packet Pg. 14 **

**TRANS 8/21 FIN (CB) 8/28 **
Procurement Review Checklist

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>Solicitation Method for Source Selection</th>
</tr>
</thead>
</table>
|                | 09/04/18 - 08/31/19 | $10,000.00            | Transportation Committee | Eva Hitchcock 08/10/2018 8:57 AM
|                |                     |                       |                  | Christopher Snyder 08/10/2018 9:20 AM |
|                |                     |                       |                  | Kathy Ostrowski 08/13/2018 2:20 PM
|                |                     |                       |                  | James McGuire 08/13/2018 2:24 PM
|                |                     |                       |                  | Paul Rafac 08/15/2018 7:39 AM
|                |                     |                       |                  | Kathy Ostrowski 08/15/2018 9:18 AM
|                |                     |                       |                  | Transportation Committee 08/21/2018 10:00 AM

Requisition under 25k dollars

2018-195
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #: 26229</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speedstar Holding LLC dba Transtar Industries, LLC</td>
<td></td>
</tr>
<tr>
<td>Attn: Tony Nicola Email: <a href="mailto:tnicola@transtar1.com">tnicola@transtar1.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 7350 Young Drive</td>
<td></td>
</tr>
<tr>
<td>City: Walton Hills State: OH Zip: 44146-5357</td>
<td></td>
</tr>
<tr>
<td>Phone: 440-232-5100 Fax: 630-478-8481</td>
<td></td>
</tr>
</tbody>
</table>

## Send Invoices To:

| Dept: Division of Transportation Division: Fleet Maintenance |
| Attn: Kathy Curcio Email: kathy.black@dupoageco.org |
| Address: 421 N. County Farm Road Room: |
| City: Wheaton State: IL Zip: 60187 |
| Phone: 630-407-6892 Fax: |

## Ship To:

| Dept: Division of Transportation Division: Fleet Maintenance |
| Attn: Joe Bechtold Email: Joseph.bechtold@dupoageco.org |
| Address: 421 N. County Farm Road Room: |
| City: Wheaton State: IL Zip: 60187 |
| Phone: 630-407-6931 Fax: 630-407-6962 |

## Send Payments To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speedstar Holding LLC dba Transtar Industries, LLC</td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Address: 7350 Young Drive</td>
<td></td>
</tr>
<tr>
<td>City: Walton Hills State: IL Zip: 44146-5357</td>
<td></td>
</tr>
<tr>
<td>Phone: 440-232-5100 Fax: 630-478-8481</td>
<td></td>
</tr>
</tbody>
</table>

## Payment Terms:

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO 20 Delivery Date</td>
<td>Requisitioner</td>
</tr>
<tr>
<td>Sep 4, 2018</td>
<td>Darcie Garza, CPPB</td>
</tr>
</tbody>
</table>

## Use for:

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator</td>
<td>Sep 4, 2018</td>
<td>Aug 31, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

## PN 50 ILCS 505/1 Destination

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # 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>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>TRANSMISSION REPAIR &amp; MAINTENANCE PARTS</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total $10,000.00**

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

This contract purchase order is to furnish and deliver Transmission Repair and Replacement Parts for the period 9/4/2018 through 8/31/2019 per low quote Q18-160-GV.

Price List less 30%

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

Email completed approved PO to Tony Nicola and obtain copy of current price list.

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

18 1500 3520 52250 $3,000 19 1500 3520 52250 $7,000

Transportation - 08/21/18

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 17
## Procurement Review Checklist
### Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Speedstar Holding, LLC dba Transtar Industries, LLC</th>
<th>Vendor #: 26229</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contract Term: 9/4/18 - 8/31/2019</td>
</tr>
<tr>
<td>Contact: Joe Bechtold</td>
<td>Contract Total: $10,000.00</td>
</tr>
<tr>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

### Description of Procurement/ Scope of Work/ Background
To furnish and deliver Transmission Repair and Maintenance Parts, for a contract total, not to exceed $10,000.00.

### Reason for Procurement
To provide a vendor to supply Transmission Repair and Maintenance parts, for transmission repairs performed in house.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1300 3520 52250
- Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # Q18-150-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 SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER SS 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></td>
<td>Aug 8, 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>8/10/18</td>
<td></td>
<td>8-12-18</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>
<tr>
<td></td>
<td>8-15-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRM</td>
<td>BASE COST</td>
<td>MARK DOWN</td>
<td>EXT</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>------</td>
</tr>
<tr>
<td>SPEED STAR HOLDING, LLC</td>
<td>$10,000.00</td>
<td>30%</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

Invitations Sent: 18
Total Requesting Documents: 5
Total Responses Received: 1
Event Open Date: 13/18 @ 10:00 am
Attended: GV
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO No.

Company Name:

Company Contact:

Contact Phone:

Contact Email:

Date: 7/18/18

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 a written disclosure of all political campaign contributions made by such contractors, unions, 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 contractors, 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, board members and underneath counsel, subcontractors and corporate entities under the control of the contracting party, and political action committees to which the contracting person has made contributions.

[Table]

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

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]

- **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:

- 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 7/18/18

Packet Pg. 20
Requisition under 25k dollars

2018-196
## Procurement Review Checklist

**Requisition under 25k dollars**

2018-196

---

### Procurement Review Checklist

This form must accompany all County Purchase Requisitions.

### New Purchase Order Request

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Total Amount</th>
<th>Contract Term</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 10, 2018</td>
<td>$13,225.00</td>
<td>10/30/18 - 10/29/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

### Solicitation Method for Source Selection

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>08/10/2018 8:01 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>08/10/2018 8:07 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/10/2018 12:28 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/13/2018 2:05 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/15/2018 7:40 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/16/2018 8:22 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>08/21/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Dual Fuel Systems, Inc.  
  **Vendor #:** 13897
- **Attn:** Eric Schwab  
  **Email:** eric@diversifiedfleetservices.com
- **Address:** 1245 Paramount Parkway  
  **City:** Batavia  
  **State:** IL  
  **Zip:** 60510  
  **Phone:** 630-406-5700  
  **Fax:** 630-406-5705

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

### Send Payments To:
- **Vendor:** Dual Fuel Systems, Inc.  
  **Vendor #:** 13897
- **Attn:**  
  **Email:**
- **Address:** 1245 Paramount Parkway  
  **City:** Batavia  
  **State:** IL  
  **Zip:** 60510  
  **Phone:**  
  **Fax:**

### Ship To:
- **Dept:**  
  **Division:**
- **Attn:**  
  **Email:**
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:**  
  **Fax:**

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

### Use for
- **PO25 only:**
  - **Contract Administrator:**
  - **Contract Start Date:** Oct 30, 2018
  - **Contract End Date:** Oct 29, 2019
  - **Use for PO25 only:**

### LN  | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CNG REPAIR PARTS</td>
<td>CNG PM &amp; SERVICE</td>
<td>1500</td>
<td>3520</td>
<td>52270</td>
<td></td>
<td></td>
<td>7,500.00</td>
<td>7,500.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>CNG PM &amp; SERVICE</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>53300</td>
<td></td>
<td></td>
<td>5,725.00</td>
<td>5,725.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $13,225.00

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

THIS CONTRACT PURCHASE ORDER IS TO PROVIDE PREVENTATIVE MAINTENANCE, PARTS AND REPAIR SERVICE FOR THE DUPAGE COUNTY COMPRESSE NATURAL GAS FILLING STATION FOR THE PERIOD 10/30/18 - 10/29/19 PER LOW BID 16-149-JM OPTION TO RENEW

THIS IS THE SECOND OF THREE OPTIONAL RENEWALS

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

SEND APPROVED, COMPLETED PO TO ERIC SCHWAB

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

| 18  | 1500 | 3520 | 52270 | $5,000 |
| 18  | 1500 | 3520 | 53300 | $4,000 |

Transportation - 08/21/18

FORM OPTIMIZED FOR 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: Dual Fuel Systems, Inc.</th>
<th>Vendor #: 13897</th>
<th>Contract Term: 10/30/18 - 10/29/19</th>
<th>Contract Total: $13,225.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Rechtold</td>
<td>Phone: 630-407-6930</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To provide preventative maintenance, parts and repair service for the DuPage County Compressed Natural Gas Filling Station, for a contract total, not to exceed $13,225.00.

**Reason for Procurement**

To secure a contract to provide for preventative maintenance, parts and repair service for the continued proper operation of the DuPage County Compressed Natural Gas Fueling Station.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500 3520 52270, 53300
- Budget Transfer (Date) __________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- ☑ LOWEST RESPONSIBLE QUOTE # or BID # ________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- ☑ RENEWAL, Enter Bid # 16-149-JM __________ Intergovernmental Agreement
- ☑ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- ☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 __________ Public Utility
- ☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- ☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- ☑ 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>Aug 6, 2018</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date 8/10/18</th>
<th>Procurement Officer</th>
<th>Date 8/13/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>Date 8/15/18</td>
<td>Chairman's Office</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
</table>
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, 60187, hereinafter called the "County" and Dual Fuel Systems, Inc., 1245 Paparmount parkway, Batavia, IL 60510, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #16-149-JM which became effective October 1, 2016 and which expires October 29, 2018.

The contract is subject to an SECOND 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 October 30, 2018 and expires October 29, 2019, contingent upon Parent Committee and County Board approval.

DUAL FUEL SYSTEMS, INC.
Signature on File

SIGNATURE

Eric Schwab
PRINTED NAME

President
PRINTED TITLE

8/2/18
DATE

COUNTY OF DU PAGE, ILLINOIS
Signature on File

SIGNATURE
Joan McAvoy
DuPage County Buyer

DATE 8/2/18
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: ____________________________

Company Name: Dual Fuel Systems, Inc
Company Contact: Eric Schwab
Contact Phone: 630-406-5700
Contact Email: Eric@diversifiedfleetserti

Date: 8/2/18

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 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 contribution.

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>
<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 contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature: ____________________________

Printed Name: Eric Schwab

Title: President

Date: 8/2/18

Signature on File

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

2018-197
Requisition under 25k dollars

2018-197

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 10, 2018</td>
<td>$24,500</td>
<td>THROUGH 11/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Requesting Department</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed 08/10/2018 2:52 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed 08/10/2018 2:59 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 08/13/2018 7:59 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed 08/14/2018 4:06 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed 08/15/2018 5:24 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 08/16/2018 10:18 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending 08/21/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

## Procurement Services Division

### Send Purchase Order To:

- **Vendor:** INTERRA, Inc.
- **Attn:** Sandeep Bandi, Ph.D., P.E.
- **Address:** 600 Territorial Drive, Suite G
- **City:** Bolingbrook, IL
- **Phone:** 630-754-8700

### Send Invoices To:

- **Dept:** Division of Transportation
- **Attn:** Paul Krueger
- **Address:** 421 N. County Farm Road
- **City:** Wheaton, IL
- **Phone:** 6900

### Send Payments To:

- **Dept:** Division:
- **Attn:** Email:
- **Address:** 421 N. County Farm Road
- **City:** Wheaton, IL
- **Phone:** Fax:

### Ship To:

- **PO 20 Delivery Date:** Requisitioner
- **Use for:** PO25 only
- **Contract Administrator:** Nov 30, 2019

### Description of Item

<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>18-GEOTK-04-EG</td>
<td>Description</td>
<td>1500</td>
<td>3500</td>
<td>53090</td>
<td></td>
<td></td>
<td>24,500.00</td>
<td>24,500.0</td>
</tr>
</tbody>
</table>

**Requisition Total:** $24,500.00

**Header Comments:**
Professional Geotechnical and Materials Engineering Services, Section 18-GEOTK-04-EG

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

**User Department Internal Notes:**
Transportation - 08/21/18
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: INTERRA, Inc.</th>
<th>Vendor #:</th>
<th>Contract Term: Through 11/30/19</th>
<th>Contract Total: $24,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

Professional Geotechnical and Materials Engineering Services, Section 18-GEOTK-04-EG

**Reason for Procurement**

See attached decision memo

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-53090
- [ ] Budget Transfer (Date) [ ] Additional Information

**DECISION MEMO NOT REQUIRED**

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

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

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

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

EMH

- Prepared By: [Signature]  
- Date: Aug 6, 2018  
- Recommended for Approval: [Signature]  
- Date: 8/10/18  
- IT Approval, if required:  
- Date:  

**REVIEWED BY (Initials Only)**

Buyer: [Signature]  
Date: 8/13/18  
Procurement Officer: [Signature]  
Date: 8/14/18

Chief Financial Officer (Decision Memos Over $25,000): [Signature]  
Date: 8/15/18  
Chairman's Office (Decision Memos Over $25,000):  
Date:  

Attachment: INTERRA, Inc. - Checklist (2018-197: INTERRA, Inc.)
### Decision Memo

**Procurement Services Division**

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

<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: Interra, 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 geotechnical and/or materials engineering services, as needed for small projects on our County System.

### 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 professional geotechnical and/or materials engineering services, as needed for small projects on our County Highway System. Geotechnical Engineering consists of soil or rock borings associated testing and analysis. It also consists of pavement cores to determine existing pavement thickness and condition. Materials Engineering Services consists of asphalt, concrete, aggregate and other highway construction materials inspections, testing, and analysis.

### Strategic Impact

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

In order to perform professional geotechnical work on various small projects, it is more cost effective to hire one firm under one contract. By combining the various material testing projects under one contract, staff will not have to negotiate, manage and track multiple geotechnical contracts for multiple projects.

### Source Selection/Vetting Information

- Describe method used to select source.

The DOT only selects firms that are pre-qualified in accordance with the State of Illinois Department of Transportation guidelines. The DOT reviewed the qualifications of three (3) firms per the County’s Quality Based Selection process. Based on the reviews, the DOT determined that Interra, 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 specialized nature of this work requires equipment and laboratory test facilities which the DOT does not currently possess. It is the opinion of staff that working with a number of different firms on very minor projects would be time consuming and waste of staff time unnecessarily. The DOT considered the capabilities of three (3) firms prequalified by IDOT for this work. It is our recommendation that a contract be awarded to Interra, Inc. based upon qualifications of their staff. 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.

Other options would include:
1) Award individual contracts to firms on an as-needed basis.
2) Perform the work utilizing in-house staff.

### Fiscal Impact/Cost Summary

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

The FY18-19 fiscal impact for this contract is anticipated to be $24,500.00. The DOT has sufficient funds in our FY18 budget to pay for this contract.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
INTERRA, INC.
FOR PROFESSIONAL GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 18-GEOTK-04-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 INTERRA, Inc., licensed to do business in the State of Illinois, with offices at 600 Territorial Drive, Suite G, Bolingbrook, Illinois 60440; (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 geotechnical and materials 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 professional geotechnical and materials engineering services and is willing to perform the required services upon request for a total amount not to exceed $24,500.00; 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, professional geotechnical and materials 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 per 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 approval by the Transportation Committee and execution of the AGREEMENT by the authorized signatory for the department. Authorization to proceed with approved Work Order(s) 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, 7.5, 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 November 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 $24,500.00. 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 based on the Schedule of Fees (Exhibit A) and/or at a 2.8 direct labor multiplier applied to the actual hourly rates of staff 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.

7.4 If invoicing under the Schedule of Fees (Exhibit A), the CONSULTANT may not charge the COUNTY for direct expenses not included in the Schedule of Fees without prior written approval.

7.4.a If Overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT per attached BDE 436 form, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on approved Work Order(s).

7.4.b The CONSULTANT may request adjustments to the Schedule of Fees (Exhibit A) which will be subject to approval by the COUNTY through the Director, or his/her designee provided the adjustment(s) do not exceed the total compensation as stated herein. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit A when invoices are submitted for the approved Work Order(s).

7.5 If invoicing under the direct labor multiplier, direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all approved Work Order(s). For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports, deliverables and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.5.a For all direct expenses more than $25 and as included in the attached BDE 436 made a part hereof and incorporated herein by reference, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Approved Work Order(s) may include additional approved direct expenses not included herein.

7.5.b The CONSULTANT shall not include computer and cell phone charges as direct expenses.

7.5.c 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).

7.6 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. 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. 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 each invoice 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 5/101, 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, 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 November 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:

INTERRA, Inc.
600 Territorial Drive, Suite G
Bolingbrook, IL 60440
ATTN: Sanjeev Bandi, Ph.D., P.E.
Phone: 630-754-8700
Facsimile: 630-754-8705
Email: sbandi@interraservices.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 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: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer

INTERRA, INC.

BY: NAME: TITLE:

ATTEST BY:

Eva Hitchcock
Administrative Assistant

ATTEST BY:

NAME: TITLE:

8/10/2018
8/8/2018

Mr. Paul C. Krueger, PE
DuPage County Division of Transportation
421 North County Farm Road
Administration/Professional Staff
Wheaton, IL 60187-2553

RE: Section No. 18-GEOTEK-04-EG
Geotechnical Engineering
Statement of Interest
DuPage County, IL

Dear Mr. Krueger:

Interra, Inc. (INTERRA) is pleased to submit this fee schedule to provide Geotechnical Engineering Services for various projects. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation, floor slab and pavement design in connection with the proposed project.

Field Work:
INTERRA’s field engineers or technicians will stake the borings in the field. Determining ground surface elevations for each borehole is not included in the scope of work and all information in the reports will be referenced from existing ground/pavement surface. Utility clearance for the borings will be obtained by the drilling sub-contractor by contacting JULIE (Joint Utility Locating Information for Excavators). Underground utilities that are not part of the JULIE system should be marked by the property owners or the client.

The location of the borings will be finalized upon consultation with the client. The location of the borings will be adjusted based on field conditions, accessibility and utility conflicts. Traffic control signage (arrow boards) will be utilized as needed during drilling.

The borings will be drilled with a truck-mounted drill rig. Soil sampling in the borings will be performed in general accordance with American Society for Testing and Materials (ASTM)
standards, D 1586 “Penetration Test and Split Barrel Sampling of Soils”. Observation for groundwater will be made during and immediately after the completion of the drilling. After the completion of the drilling, the boreholes will be backfilled with the soil auger cuttings from the same borehole. The surface will be patched with asphalt/cement to match surrounding elevations.

Laboratory Testing:
Laboratory testing will be performed in accordance with IDOT specifications. Laboratory testing includes moisture content tests, unconfined compressive strength tests using a pocket penetrometer on all recovered soil samples. Atterberg Limits, grainsize analysis, unconfined compressive strength tests and Organic Content tests will be performed on selected samples, as needed based on project requirements.

Engineering Report:
Upon completion of drilling, and engineering report summarizing field and laboratory test data, including boring location plan and boring logs will be submitted. The report will include anticipated soil and groundwater conditions based on the field boring logs and laboratory testing.

INTERRA very much appreciates the opportunity to submit this scope of work. Should you at any time require any additional information or clarifications, please do not hesitate to call us.

Very truly yours,
Interra, Inc.

Signature on File

Sanjeev Bandi, Ph.D., PE
Project Principal
# Description of Test

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard or Modified Compaction, ASTM D698 (T99), ASTM D 1557 (T180)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Grain-Size with Wash 3&quot; through #200, ASTM D422, C136, C117</td>
<td>$150.00</td>
</tr>
<tr>
<td>Grain-Size with Hydrometer, ASTM D 422 (T88)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Percent Finer Than #200, ASTM D 1140</td>
<td>$125.00</td>
</tr>
<tr>
<td>Specific Gravity, ASTM D854</td>
<td>$135.00</td>
</tr>
<tr>
<td>Organic Content, ASTM D2974 (T194)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Classification, ASTM D2487 (grain size and limits additional)</td>
<td>$15.00</td>
</tr>
<tr>
<td>Natural Moisture Content, ASTM D2216</td>
<td>$20.00</td>
</tr>
<tr>
<td>Liquid and Plastic Limits, ASTM D4318 (T89 &amp; 90)</td>
<td>$145.00</td>
</tr>
<tr>
<td>Illinois Bearing Ratio (Two specimens and Proctor)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Unit Weight/Bulk Density</td>
<td>$85.00</td>
</tr>
<tr>
<td>Triaxial, Unconsolidated/Undrained, ASTM D2850, per point</td>
<td>$200.00</td>
</tr>
<tr>
<td>Triaxial, Consolidated/Undrained, ASTM D4767, per point</td>
<td>$450.00</td>
</tr>
<tr>
<td>Unconfined Compressive Strength, ASTM D2166 (T208)</td>
<td>$95.00</td>
</tr>
<tr>
<td>Direct Shear Test (3 points) ASTM D3080</td>
<td>$600.00</td>
</tr>
<tr>
<td>One Dimensional Consolidation, ASTM D2435</td>
<td>$750.00</td>
</tr>
<tr>
<td>Recompacted Specimens for above items, add each specimen</td>
<td>$85.00</td>
</tr>
<tr>
<td>Flex-wall Hydraulic Conductivity, 2.8&quot; Diameter, ASTM D5084</td>
<td>$450.00</td>
</tr>
<tr>
<td>Recompacted Specimens, add each specimen</td>
<td>$85.00</td>
</tr>
<tr>
<td>Back-up Shelby Tubes (includes shipping)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Shelby Tube Extraction (Normal)</td>
<td>$55.00</td>
</tr>
<tr>
<td>Shelby Tube Extraction (Difficult, e.g. dented tube requiring cutting)</td>
<td></td>
</tr>
<tr>
<td>Lime Stabilization Tests per IDOT Geotechnical Manual, Mod. Proctor (3 lime percentages)</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Lime Stabilization Tests per IDOT Geotechnical Manual, Std. Proctor (3 lime percentages)</td>
<td>$4,150.00</td>
</tr>
<tr>
<td>Lime Stabilization - Each additional percentage</td>
<td>$925.00</td>
</tr>
<tr>
<td>Report with test results and recommendations</td>
<td>$750.00</td>
</tr>
<tr>
<td>Lime Modification Tests per IDOT Geotechnical Manual, Mod. Proctor (3 lime percentages)</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Lime Modification Tests per IDOT Geotechnical Manual, Std. Proctor (3 lime percentages)</td>
<td>$4,150.00</td>
</tr>
<tr>
<td>Lime Modification - Each additional percentage</td>
<td>$975.00</td>
</tr>
<tr>
<td>Report with test results and recommendations</td>
<td>$750.00</td>
</tr>
<tr>
<td>Constant Head, Minus 3/4&quot; Particle Size, 3&quot; - 6&quot; Dia. Permeameter, ASTM D2434</td>
<td>$325.00</td>
</tr>
<tr>
<td>Constant Head, 2&quot; Max. Particle, 12&quot; Dia. Permeameter, ASTM D2434</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

**Notes:**
The above unit rates are valid through 12/31/2019.  
Samples will be delivered to INTERRA's Bolingbrook, IL office.  
Permeability tests assume tap water as permeate  
Standard Turnaround time is one week  
Rush, Saturday and Sunday tests will be quoted upon request

---

**EXHIBIT "A"**

---

Packet Pg 57
## UNIT RATES FOR GEOTECHNICAL SERVICES

### Project:
DUPAGE COUNTY DIVISION OF TRANSPORTATION - VARIOUS PROJECTS

### Client:
DUPAGE COUNTY DIVISION OF TRANSPORTATION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price $</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boring Location &amp; Utility Clearance Coordination</td>
<td>1</td>
<td>Hr</td>
<td>90.00</td>
<td>4 Hr. Minimum, portal to portal</td>
</tr>
<tr>
<td>2</td>
<td>Drilling - Minimum Daily Charge - Truck Mounted Drill Rig</td>
<td>1</td>
<td>8Hr</td>
<td>4,000.00</td>
<td>Includes mobilization and two-person drill crew; portal to portal</td>
</tr>
<tr>
<td>3</td>
<td>Drilling - Minimum Daily Charge - ATV Mounted Drill Rig</td>
<td>1</td>
<td>Day</td>
<td>4,250.00</td>
<td>Includes mobilization and two-person drill crew; portal to portal</td>
</tr>
<tr>
<td>4</td>
<td>Drilling-over 8hrs</td>
<td>1</td>
<td>Hr</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Obtain Pavement Cores</td>
<td>1</td>
<td>Each</td>
<td>300.00</td>
<td>Minimum 4 cores per task</td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control - Two Flagman Crew</td>
<td>1</td>
<td>Day</td>
<td>2,800.00</td>
<td>Up to 8 Hours per day; portal to portal</td>
</tr>
<tr>
<td>7</td>
<td>Traffic Control - Arrowboard &amp; Signage</td>
<td>1</td>
<td>Day</td>
<td>250.00</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
The above unit rates are valid through 12/31/2019.
All drilling and coring is assumed to be performed on a regular work day. Drilling, coring and traffic control will be performed by subcontractors. Invoices for subcontractor services are pass-through.
EXHIBIT B

(This page left intentionally blank)
# EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: INTERRA, Inc.  
PROJECT: 18-GEOTK-04-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>Principal</td>
<td>$70.00/hour</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td>$50.00/hour</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$50.00/hour</td>
<td>$70.00/hour</td>
</tr>
<tr>
<td>Geologist</td>
<td>$25.00/hour</td>
<td>$40.00/hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$40.00/hour</td>
<td>$60.00/hour</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$25.00/hour</td>
<td>$35.00/hour</td>
</tr>
<tr>
<td>Sr. Project Engineer</td>
<td>$45.00/hour</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$14.00/hour</td>
<td>$24.00/hour</td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed $70.00 per hour

Signature of Authorized Agent  
for CONSULTANT:  

Approved By COUNTY:  

Signature on File  

Date: 08/03/18

Packet Pg. 60
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.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td>X</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>X</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Drilling Subcontractor</td>
<td>Actual Cost</td>
<td></td>
<td>X</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST**

$0.00

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

**LEGEND**

W.O. = Work Order
J.S. = Job Specific
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE AS ONLY</th>
<th>QUANTITY AS ONLY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$52.50/half day (4 hours or less) or $65/full day</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monument (Temporary)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CAD</td>
<td>Actual cost (Max $15/hour)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Resealing</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td>$0.00</td>
<td>$0.00</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>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Boring Location &amp; Utility Clearance Coordination</td>
<td>Per Hour</td>
<td>$600.00</td>
<td>$0.00</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Drilling - Truck Mounted Drill Rig</td>
<td>Minimum Daily Charge (8 Hours)</td>
<td>$4,000.00</td>
<td>$0.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Drilling - ATV Mounted Drill Rig</td>
<td>Per Day</td>
<td>$4,250.00</td>
<td>$0.00</td>
<td>$4,250.00</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>Drilling - Over 6 Hours</td>
<td>Per Hour</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Obtain Pavement Cores</td>
<td>Each</td>
<td>$300.00</td>
<td>$0.00</td>
<td>$300.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Traffic Control - Two Flagman Crew</td>
<td>Per Day</td>
<td>$2,600.00</td>
<td>$0.00</td>
<td>$2,600.00</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Traffic Control - Arrowhead &amp; Signage</td>
<td>Per Day</td>
<td>$250.00</td>
<td>$0.00</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COST** $0.00

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

**LEGEND**

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

PRINTED 8/10/2018

## Illinois Department of Transportation

### COMPANY NAME: Hardrock Concrete Cutters (subcontractor for Interra, Inc.)

### PTB NUMBER: Section No. 18-GEOTEK-04-EG

### TODAY'S DATE: 8/8/2018

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $5/day)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylar (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mylar (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rent*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boring Location &amp; Utility Clearance Coordination</td>
<td>Per Hour</td>
<td></td>
<td>$90.00</td>
</tr>
<tr>
<td>Drilling - Truck Mounted Drill Rig</td>
<td>Minimum Daily Charge (8 Hours)</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Drilling - ATV Mounted Drill Rig</td>
<td>Per Day</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Drilling - Over 8 Hours</td>
<td>Per Hour</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Obtain Pavement Cores</td>
<td>Each</td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td>Traffic Control - Two Flagman Crew</td>
<td>Per Day</td>
<td></td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Traffic Control - Arrowboard &amp; Signage</td>
<td>Per Day</td>
<td></td>
<td>$250.00</td>
</tr>
</tbody>
</table>

### TOTAL DIRECT COST

Total: $0.00

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

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

**Printed:** 8/10/2018

**Attachment:** Interra, Inc. - Agreement (2018-197: Interra, Inc.)
Required Vendor Ethics Disclosure Statement

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

Date: Aug 1, 2018
Bld/Contract/PO #: 18-GEOTEK-04-EG

Company Name: INTERRA, Inc.
Contact Phone: 630-754-8700
Company Contact: Sanjeev Bandi
Contact Email: sbandi@interraservices.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>Citizens for Dan Cronin</td>
<td>INTERRA, Inc.</td>
<td>Cash by Check</td>
<td>$2,500.00</td>
<td>Nov 20, 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 any action action, whichever is sooner, 30 days prior to the renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of the 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 read and understand the above information.

Authorized Signature

Printed Name: SANGEET RAODI
Title: PRESIDENT
Date: 08/01/18

Signature on File

Packet Pg. 65
Resolution

DT-R-0381-18

AWARDING RESOLUTION
TO BURRINK COMMERCIAL SERVICES, INC.
2018 SIDEWALK IMPROVEMENT PROGRAM
SECTION 17-SDWLK-03-SW
(COUNTY COST: $407,568.80)

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 Sidewalk Improvement Program, Section 17-SDWLK-03-SW, 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>Burrink Commercial Services, Inc.</td>
<td>$407,568.80</td>
</tr>
<tr>
<td>Triggi Construction, Inc.</td>
<td>$461,193.50</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>$464,069.00</td>
</tr>
<tr>
<td>A Lamp Concrete Contractors, Inc.</td>
<td>$464,990.35</td>
</tr>
<tr>
<td>Copenhaver Construction, Inc.</td>
<td>$482,354.50</td>
</tr>
<tr>
<td>Davis Concrete Construction Company</td>
<td>$498,453.11</td>
</tr>
<tr>
<td>Landmark Contractors, Inc.</td>
<td>$552,317.71</td>
</tr>
<tr>
<td>Alliance Contractors, Inc.</td>
<td>$561,545.55</td>
</tr>
<tr>
<td>Lorusso Cement Contractors, Inc.</td>
<td>$623,928.44</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 Burrink Commercial Services, Inc. for their submission of the lowest, most responsible bid in the amount of $407,568.80.

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 Burrink Commercial Services, Inc., 9765 West 135th Place, Cedar Lake, Indiana 46303, for their bid of $407,568.80; 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>1500-3500-54050</td>
<td>$407,568.80</td>
</tr>
</tbody>
</table>

; and
Resolution

DT-R-0381-18

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

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 Burrink Commercial Services, Inc.

Enacted and approved this 28th day of August, 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.

Date: 7/26/2018

Bid/Contract/PO #: 

Company Name: BURRINK COMMERCIAL SERVICES INC
Company Contact: JENNIFER
Contact Phone: (708)275-5410
Contact Email: JCEPONIS@BURRINKANDSONS.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.

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>
</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 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: BRENNDEN BURRINK
Title: PRESIDENT
Date: 7/26/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
Resolution
DT-R-0374-18

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE COUNTY OF DUPAGE, THE VILLAGE OF ITASCA,
AND THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT
TOLLWAY CONTRACT NUMBER: I-13-4629
ELGIN O-HARE WESTERN ACCESS (ILLINOIS ROUTE 390)
FROM WEST OF PARK BOULEVARD TO EAST OF ARLINGTON HEIGHTS ROAD
SECTION 15-04629-EO-FP
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY), The Illinois State Toll Highway Authority (hereinafter referred to as AUTHORITY), the Illinois Department of Transportation, the Village of Itasca and the Addison Township Highway Department (hereinafter collectively referred to as the PARTIES) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which 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 ICLS 5/1-101 et seq.), the AUTHORITY by virtue of its power set forth in “Toll Highway Act” (605 ILCS 10/1 et seq.), and the PARTIES by virtue of their power are authorized to enter into agreements; and

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is improving the existing Elgin O’Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O’Hare International Airport (ORD) to be known entirely as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O’Hare Western Access “EOWA”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate, and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as “Toll Highway”); and

WHEREAS, the TOLLWAY has prepared the attached Intergovernmental Agreement (hereinafter referred to as IGA) with the COUNTY, and the PARTIES for the TOLLWAY’s Contract Number I-13-4629, Illinois Route 390 from west of Park Boulevard to east of Arlington Heights Road, Section 15-04629-EO-FP (hereinafter referred to as “PROJECT”) to memorialize the TOLLWAY, the COUNTY and the PARTIES’ responsibilities with regard to said contracts.
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 IGA; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution and five (5) executed duplicate original IGAs to the AUTHORITY, by and through the Division of Transportation.

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 IGA; and

BE IT FURTHER RESOLVED that the County Clerk shall transmit a copy of this Resolution and three (3) executed duplicate original IGAs to the AUTHORITY, by and through the Division of Transportation.

Enacted and approved this 28th day of August, 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,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE COUNTY OF DUPAGE,
THE VILLAGE OF ITASCA
AND
THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as 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", THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "COUNTY", the VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and the ADDISON, TOWNSHIP HIGHWAY DEPARTMENT a body corporate and politic of the State of Illinois, hereinafter called the "TOWNSHIP", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, certain construction contracts will occur within the DEPARTMENT's, the COUNTY's, the VILLAGE's and the TOWNSHIP's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4629, Illinois Route 390 from west of Park Boulevard to east of Arlington Heights Road (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of improvements include the removal of existing Thorndale Avenue and construction of the new Illinois Route 390 Toll Highway and ramp connections, new bridge structures over the future Hamilton Lakes Drive (currently Park Boulevard) and Arlington Heights Road, and improvements to the future Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive, Arlington Heights Road, Parkside Avenue,
Ketter Drive, and frontage roads. Within the PROJECT limits, the new Illinois Route 390 will be constructed from west of Park Boulevard to east of Arlington Heights Road including ramp connections from I-290 to Hamilton Lakes Drive, from Ketter Drive to westbound Illinois Route 390, from eastbound Illinois Route 390 to Prospect Avenue, and from Prospect Avenue to westbound Illinois Route 390. Dual single span structures will be constructed over Hamilton Lakes Drive and over Arlington Heights Road to carry eastbound and westbound Illinois Route 390. Clover Ridge Lane will be resurfaced from west of Willow Street to Millers Crossing and reconstructed from Millers Crossing to Hamilton Lakes Drive. Hamilton Lakes Drive will be reconstructed from the frontage road to Park Boulevard north of Illinois Route 390. Ketter Drive and Arlington Heights Road will also be reconstructed within the PROJECT limits. Existing Thorndale Avenue will be reconstructed between Hamilton Lakes Drive and Arlington Heights Road (to be known as South Thorndale Avenue). New westbound and eastbound frontage roads will be constructed from Arlington Heights Road to just west of Prospect Avenue (to be known as North Thorndale Avenue and South Thorndale Avenue respectively). The Parkside Avenue intersection with Thorndale Avenue will be realigned to Arlington Heights Road. The work also includes the installation of traffic signals, storm sewers and drainage improvements, detention ponds, sidewalks, retaining walls and noise wall construction, earthwork, installation of eastbound and westbound All Electronic Tolling (AET) Plazas, Intelligent Transportation Systems (ITS) elements, signing, pavement markings, roadway lighting, landscaping, water main and sanitary sewer relocation, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT bicycle and pedestrian accommodations, structural enhancements, decorative lighting, water main installation, and black access control fencing as further described herein. The VILLAGE requested improvements are hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT, LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive; and black painted monotubes at the toll plaza, (hereinafter referred to as the “COUNTY’s IMPROVEMENTS”); and

WHEREAS, the ILLINOIS TOLLWAY agrees to include the VILLAGE’s IMPROVEMENTS and the COUNTY’s IMPROVEMENTS in the PROJECT; and

WHEREAS, a portion of the VILLAGE’s sanitary sewer shall be relocated on ILLINOIS TOLLWAY right of way adjacent to the eastbound frontage road at Prospect Avenue that is secured by access control fencing. Subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit(s) for the relocated sanitary sewer located on ILLINOIS TOLLWAY property, and to abide by
all conditions set forth therein. The VILLAGE shall be granted access through the right of way fence gates to be installed by the ILLINOIS TOLLWAY as further detailed in Section III. E; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, 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 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the “State Administration of Highway Act” 605 ILCS 5/4-101 et seq. 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 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 et seq. 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 et seq.

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 VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to all PARTIES for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)
Final

B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.

C. The PARTIES shall review the plans and specifications which impact the respective PARTIES’ maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any respective PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the individual PARTY shall mean the PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the PARTY’s maintained highways. In the event of disapproval, the PARTY 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 the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Building & Zoning Department and Division of Transportation, Illinois 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.

F. The PARTIES shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY and/or its agents, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access and/or temporary use shall not be unreasonably withheld by any of the PARTIES.

G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY’s rights of way to comply with the current Illinois
Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

H. The PROJECT is being constructed by the ILLINOIS TOLLWAY to accommodate 2030 projected traffic volumes.

II. RIGHT OF WAY

A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT.

B. The acquisition or transfer of permanent right of way required between the DEPARTMENT and ILLINOIS TOLLWAY for land deemed necessary for construction or future maintenance and operations will be conveyed as part of separate Intergovernmental Agreements between the ILLINOIS TOLLWAY and DEPARTMENT.

C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications are part of a separate Intergovernmental Agreement with the COUNTY executed October 4, 2017. The intent and fee associated with the land conveyance from the COUNTY to the ILLINOIS TOLLWAY is part of the COUNTY’s in-kind contribution, with the exception of Parcel EO-1B-12-011 which is located at the southwest corner of Thorndale Avenue and Prospect Avenue and required for contract I-14-4642.

D. The VILLAGE’s and the TOWNSHIP’s existing right of way which is required for construction of the PROJECT shall be, unless provided for herein, transferred to the ILLINOIS TOLLWAY and conveyed free and clear of all encumbrances.

E. The VILLAGE agrees to convey a Permanent Easement to the ILLINOIS TOLLWAY for Parcel EO-1B-12-905, as shown on “EXHIBIT A”.

F. The ILLINOIS TOLLWAY has acquired from the TOWNSHIP via eminent domain the Order Vesting Title of Parcel EO-1B-12-907, as shown on “EXHIBIT A”.

G. The ILLINOIS TOLLWAY agrees to convey fee simple title to the COUNTY, the VILLAGE and the TOWNSHIP of all the property and right of way owned by the ILLINOIS TOLLWAY required by the COUNTY, the VILLAGE and the TOWNSHIP for the maintenance and operation of their highways, without cash consideration. The conveyance will be captured in separate individual
Intergovernmental Agreements between the ILLINOIS TOLLWAY and the PARTIES.

H. To effectuate the transfers contemplated in Section II. E, F, and G above, the ILLINOIS TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents that affect the transfer of properties between the PARTIES.

I. Prior to any transfer of real property owned by the PARTIES, to advance the PROJECT and not delay any schedules, the PARTIES shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The PARTIES shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the other PARTIES and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.

J. The VILLAGE shall agree to consider all variance requests submitted by property owners for setbacks or zoning deviations that are due to ILLINOIS TOLLWAY land acquisition.

K. In the event, the ILLINOIS TOLLWAY identifies areas of any PARTIES right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the PARTY, shall upon the ILLINOIS TOLLWAY's application to the PARTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the respective PARTY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored by the ILLINOIS TOLLWAY, at its sole cost and expense, to an “as good as – or – better” than pre-construction condition. The ILLINOIS TOLLWAY further agrees to the extent permitted by law, that it shall indemnify and hold harmless any permitting PARTY from any liability, claim, or cause of action relating to the ILLINOIS TOLLWAY’s use of any such land. Approval of any permit shall not be unreasonably withheld by any of the PARTIES, but shall not be granted as a matter of right.

L. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format or DEPARTMENT format where applicable.

M. The VILLAGE shall apply for a permit from the ILLINOIS TOLLWAY to construct specialty signage meeting ILLINOIS TOLLWAY requirements as
applicable in the future on the south wing wall of the eastbound Illinois Route 390 Bridge over Hamilton Lakes Drive and future Hamilton Lakes Business Park signage on ILLINOIS TOLLWAY right of way south of Ketter Drive and east of Ramp L1. The VILLAGE shall also apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for the signage and landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

N. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY’s future right of way for maintenance and operation of their highways.

O. The ILLINOIS TOLLWAY will provide access to the sight screen wood fence located between Parkside Avenue and Prospect Avenue, installed as part of the PROJECT and located on ILLINOIS TOLLWAY right-of-way, to the VILLAGE by request for maintenance as needed.

P. By request, the ILLINOIS TOLLWAY will provide the VILLAGE access to the parkway north of the north curb of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing individual PARTY’s rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to any PARTY’s facilities in the design of improvements.

C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing PARTY rights of way, and on proposed PARTY rights of way where improvements to the respective PARTY highways are proposed by the PARTY to be done in conjunction with the PROJECT, without charge of permit fees to the ILLINOIS TOLLWAY.
D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTY.

E. Where VILLAGE facilities are proposed to be located on ILLINOIS TOLLWAY right of way secured with right of way fence, the VILLAGE will be granted access through the right of way fence gates as described in Section VIII. G.

F. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.

G. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY’s utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY’s rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

H. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.

I. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property.
All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.

J. During the duration of the PROJECT, the PARTIES agree to issue utility permits within the PROJECT limits in accordance with its’ regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.

K. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.

L. In the event utility facilities are located on property transferred to any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees to issue a permit, without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES’ current Permit Ordinance.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the VILLAGE’s concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE 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, subject to reimbursement by the VILLAGE as hereinafter stipulated.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the PARTIES shall be submitted to the PARTIES for approval prior to commencing such work. The PARTIES shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY indicating its disapproval shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from that PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the PARTY.

C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the
ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.

D. The PARTIES and their 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 another PARTY's system. The PARTIES shall assign personnel to perform inspections on each PARTY's behalf for all work included in the PROJECT that affect another PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by each PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their 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 PARTIES 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 ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion. If any PARTY does not perform a final inspection within twenty-one (21) 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 hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTIES, 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 respective PARTY'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 Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint
re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B, 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 Standard Specifications for Road and Bridge Construction, issued April 2016, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically in PDF and CADD format, within sixty (60) calendar days after completion of the work.

K. The contractor(s) use of VILLAGE water will follow VILLAGE hydrant metering procedures, and that water will be supplied at normal supply cost.

L. As-built drawings for that part of the PROJECT that will be under the jurisdiction of the COUNTY including the north and south frontage roads and utility relocations within the frontage roads shall be provided to the COUNTY, in both paper and electronically within sixty (60) days after completion of the work.

V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY and the VILLAGE 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 shall be computed as 10% of actual final construction costs.

C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is $204,558.00 for construction costs, $10,227.90 (5% of construction costs) for preliminary and design engineering, and $20,455.80 (10% of construction costs) for construction engineering, for a total estimated cost of $235,241.70. The estimated construction costs to the VILLAGE are further detailed below:
1. A sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection, and pedestrian ramps at all signalized and non-signalized intersections, including the intersections with the south frontage road at Hamilton Lakes Drive in the northeast and southeast quadrants, Tall Oaks Lane and Nicole Way in the southwest and southeast quadrants, and Arlington Heights Road in the northwest and southeast quadrants, and at the intersection of Arlington Heights Road and Ketter Drive in the southwest and northeast quadrants - $24,801.00.

2. Enhanced noise wall panels (leaf form liner) along the south side of Illinois Route 390 - $11,000.00.

3. Special form liner signage on the north parapet of the westbound Illinois Route 390 Bridge at Hamilton Lakes Drive and on the north parapet of the westbound Illinois Route 390 Bridge and the south parapet of the eastbound Illinois Route 390 Bridge at Arlington Heights Road - $6,000.00.

4. The incremental cost for decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road - $6,103.00.

5. New twelve inch (12") water main on the east side of Hamilton Lakes Drive - $90,233.00.

6. New eight inch (8") water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain on Parkside Avenue - $55,331.00.

7. Black access control fencing along the south side of Ramp K3/K4, the north side of Illinois Route 390 from Hamilton Lakes Drive to Ketter Drive, and the north side of the detention basin south of the eastbound frontage road - $11,090.00.

D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE’s IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.

E. The VILLAGE in separate documents has conveyed Parcel EO-1B-12-905 as shown on “EXHIBIT A” as a Permanent Easement to the ILLINOIS TOLLWAY. The approved appraised market value is $47,000.00 to be credited to the VILLAGE to partially offset the cost of the VILLAGE’s IMPROVEMENTS.

F. The VILLAGE agrees that their total estimated costs for the VILLAGE IMPROVEMENTS are $235,241.70. The VILLAGE and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the VILLAGE as stated above to partially offset the cost of the VILLAGE IMPROVEMENTS is $47,000.00, leaving an estimated balance due the ILLINOIS TOLLWAY of
$188,241.70. The VILLAGE agrees that upon completion of the PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to May 1, 2018, of the total obligation for the VILLAGE’s IMPROVEMENTS incurred under this AGREEMENT, based upon actual costs.

G. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY’s IMPROVEMENT’s is $87,137.00 for construction costs, $4,356.85 (5% of construction costs) for preliminary and design engineering, and $8,713.70 (10% of construction costs) for construction engineering, for a total estimated cost of $100,207.55. The estimated construction costs to the COUNTY are further detailed below:

1. LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive - $40,832.00.

2. Cost differential for black painted monotubes at the toll plaza - $46,305.00.

H. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested COUNTY’s IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above. All payments and credits shall be based upon actual final costs.

I. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is $445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY’s IMPROVEMENTS.

J. Since the cost of the COUNTY’s IMPROVEMENTS are less than the value of Parcel EO-1B-12-011, the ILLINOIS TOLLWAY shall be responsible for the costs associated with the cost differential of the black monotubes and the LED signage referenced in this AGREEMENT. The COUNTY’s remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.

K. The COUNTY agrees that their total estimated costs for the COUNTY IMPROVEMENTS are $100,207.55. The COUNTY and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the COUNTY as stated above to offset the cost of the COUNTY IMPROVEMENTS has been diminished to $278,632.00 due to the use of that credit in Contract I-14-4642, for COUNTY IMPROVEMENTS, leaving an estimated balance due the COUNTY of $178,424.45. The COUNTY’s remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.
L. The TOWNSHIP in separate documents has conveyed Parcel EO-1B-12-907, as shown on "EXHIBIT A," to the ILLINOIS TOLLWAY via eminent domain. The preliminary and final compensation value of the parcel is $160,000 paid directly to the TOWNSHIP.

M. Any PARTY 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 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.

N. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE’s IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT, the COUNTY, the VILLAGE and the TOWNSHIP.

B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT, the COUNTY, the VILLAGE or the TOWNSHIP.

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 and piers, bridge girders/beams, bridge deck, 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 signs 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 destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, 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.

D. 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.

E. 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.

F. 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.

G. 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 ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

H. 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.

I. 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.

J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:

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 a partial or complete ramp 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 maintenance responsibilities are as shown on "EXHIBIT B" and as detailed below.

1. The ILLINOIS TOLLWAY agrees to own and maintain Illinois Route 390 from Park Boulevard to Arlington Heights Road in its entirety; the retaining wall (R-224T) along eastbound Illinois Route 390 from Ramp G6 (westbound I-290 to eastbound Illinois Route 390) to Hamilton Lakes Drive, along south bound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive) and along westbound Illinois Route 390 west of Hamilton Lakes Drive; the retaining wall (R-253) along northbound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive), eastbound Illinois Route 390 from Hamilton Lakes Drive to Arlington Heights Road, and along southbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road); the retaining wall (R-263) along Ramp M1 (westbound Illinois Route 390 entrance ramp from Prospect Avenue), northbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road), and along Ramp M2 (eastbound Illinois Route 390 exit ramp to Prospect Avenue); the noise wall mounted to the top of the retaining wall (R-224T), mounted to the top of eastbound Illinois Route 390 bridge over Hamilton Lakes Drive, and mounted to the top of the retaining
2. The DEPARTMENT agrees to own and maintain, or cause to maintain, Ramp K3 (eastbound I-290 to Hamilton Lakes Drive); Ramp G6 (westbound I-290 to eastbound Illinois Route 390); the retaining wall (R-224) along Ramp G6; the noise wall mounted to the top of the retaining wall (R-224) along Ramp G6; the ground mounted noise wall along Ramp K4 (westbound I-290 to Hamilton Lakes Drive); the traffic signal at the Ramp K3/Hamilton Lakes Drive intersection including combination lighting; landscaping within DEPARTMENT right of way; and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT at their request, in their entirety.

3. The COUNTY agrees to own and maintain, or cause to maintain, the westbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; the eastbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; Prospect Avenue; the new detention basin west of Prospect Avenue; the closed drainage system along the frontage roads; the traffic signals at the Arlington Heights Road and eastbound frontage road intersection and at the Arlington Heights Road and westbound frontage road/Ketter Drive intersection including combination lighting; the black powder coating on traffic signals installed as part of the PROJECT under COUNTY maintenance and jurisdiction; the emergency vehicle pre-emption system on the traffic signals located on Arlington Heights Road; the LED illuminated signage; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in their entirety. The COUNTY agrees to be financially responsible for future costs associated with the differential cost to maintain and/or replace the standard traffic signal equipment with black powder coated equipment for the DEPARTMENT traffic signals at Ramp K3/Hamilton Lakes Drive.

The COUNTY also agrees to be responsible for the future costs associated with the differential cost of maintaining the black monutubes installed by the ILLINOIS TOLLWAY at Plaza 324 (Park Boulevard). The ILLINOIS TOLLWAY will actually maintain the monutubes and invoice the COUNTY as needed.

4. The VILLAGE agrees to own and maintain, or cause to maintain, Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive (currently Park Boulevard), the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; Arlington Heights Road, Ketter Drive, Tall Oaks Lane, Nicole Way and Millers Crossing; the parkway north of the north curb of the south
frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall (R-253) on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, litter control, and graffiti removal on the retaining wall (R-253) facing the VILLAGE roadway; the new detention basin east of Arlington Heights Road and north of Parkside Avenue; the box culvert under Clover Ridge Lane; the closed separate drainage system along the local roads under VILLAGE maintenance and jurisdiction; the sidewalk in the southwest quadrant of Arlington Heights Road/south frontage road intersection along the west side of Arlington Heights Road south of the south frontage road intersection, in the northwest quadrant of Arlington Heights Road and Ketter Drive intersection, and along the southeast quadrant of Clover Ridge Lane and the eastbound frontage road; the existing water main along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new water main north of Illinois Route 390 from Arlington Heights Road to Prospect Avenue; the existing sanitary sewer along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new sanitary sewer along the west side of Arlington Heights Road; the new sanitary sewer from Arlington Heights Road to Prospect Avenue south of Illinois Route 390; the new sanitary sewer on the west side of Prospect Avenue from the eastbound frontage road through the PROJECT limits; the traffic signals at the Ramp L1 and Ketter Drive intersections including the black powder coating; the sight screen wood fencing between Parkside Avenue and Prospect Avenue; underpass lighting luminaires at Hamilton Lakes Drive and Arlington Heights Road; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in their entirety. The VILLAGE also agrees to maintain the VILLAGE’s IMPROVEMENTS, including the sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection and the pedestrian ramps at signalized and non-signalized intersections; future costs incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for maintaining the special form liner signage on Hamilton Lakes Drive and Arlington Heights Road bridges; the accent noise wall panels (leaf form liner); the decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road including electrical energy costs; the new twelve inch (12”) water main along the east side of Hamilton Lakes Drive; the new eight inch (8”) water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain along Parkside Avenue; and the cost differential that is incurred by the ILLINOIS TOLLWAY or DEPARTMENT, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without black coating) on DEPARTMENT and ILLINOIS TOLLWAY right of way. The VILLAGE has the option of performing routine maintenance on DEPARTMENT right of way located south of the retaining wall, noise wall, and fence adjacent to Ramp K3/K4 and north and west of Clover Ridge Lane. The VILLAGE also has the option of performing graffiti removal on the ground mounted noise wall along Ramp K4
facing away from the DEPARTMENT roadway. In the event the VILLAGE declines to perform the routine maintenance on DEPARTMENT right of way and graffiti removal on the noise wall along Ramp K4 as described herein, the DEPARTMENT shall be responsible.

The VILLAGE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance of the parkway and graffiti removal on ILLINOIS TOLLWAY right of way.

5. The TOWNSHIP agrees to maintain, or cause to maintain, Parkside Avenue, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in their entirety.

B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

<table>
<thead>
<tr>
<th>Type of Bridge Structure</th>
<th>Affected Roadway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>Eastbound Illinois Route 390 over</td>
</tr>
<tr>
<td></td>
<td>Hamilton Lakes Drive</td>
</tr>
<tr>
<td>Type 1</td>
<td>Westbound Illinois Route 390 over</td>
</tr>
<tr>
<td></td>
<td>Hamilton Lakes Drive</td>
</tr>
<tr>
<td>Type 1</td>
<td>Eastbound Illinois Route 390 over</td>
</tr>
<tr>
<td></td>
<td>Arlington Heights Road</td>
</tr>
<tr>
<td>Type 1</td>
<td>Westbound Illinois Route 390 over</td>
</tr>
<tr>
<td></td>
<td>Arlington Heights Road</td>
</tr>
</tbody>
</table>

1. Type 1 - ILLINOIS TOLLWAY Toll Highway over a Local Road

a. The VILLAGE has all maintenance responsibility as to the following:

i. All VILLAGE highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;

ii. All drainage facilities which drain VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage;

iii. All underpass lighting;
iv. All VILLAGE traffic signals;

b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway at an intersection not maintained by the VILLAGE, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

C. Upon acceptance by the PARTIES hereto of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<table>
<thead>
<tr>
<th>INTERSECTION</th>
<th>MAINTENANCE</th>
<th>ELEC. ENERGY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramp K3 @ Hamilton Lakes Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT Share</td>
<td>25%</td>
<td>0%</td>
</tr>
<tr>
<td>VILLAGE Share</td>
<td>75%</td>
<td>100%</td>
</tr>
</tbody>
</table>

| Ketter Drive @ Ramp L1           |             |              |
| VILLAGE Share                    | 100%        | 100%         |

| Arlington Heights Road @ Eastbound Frontage Road |         |              |
| COUNTY Share                        | 25%       | 0%           |
| VILLAGE Share                       | 75%       | 100%         |

| Arlington Heights Road @ Westbound Frontage Road |         |              |
| COUNTY Share                        | 25%       | 0%           |
| VILLAGE Share                       | 75%       | 100%         |

D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.

E. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for
the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance costs, repair costs, replacement costs, removal and/or renewal costs of such items, including such costs for the maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the ILLINOIS TOLLWAY pursuant to this AGREEMENT and in accordance with the approved permit(s).

F. Signalization and pavement markings at the interchanges, if any, will be under the control of the COUNTY, VILLAGE, and/or DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed. The PARTIES consent when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal operations to give exit ramps priority.

G. The jurisdictional agency shall maintain the master controller in the intersection that includes the master controller and shall be responsible for 100% of the maintenance of the master controller and communication to the master controller.

H. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared use paths, sidewalks, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic located at and on ILLINOIS TOLLWAY property, in its entirety.

I. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared use paths sidewalks, fences, appurtenances, retaining walls, landscaping, etc.

J. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to any VILLAGE requested enhancements located on ILLINOIS TOLLWAY property, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said signage, fencing, walls, landscaping, etc., in conjunction with the ILLINOIS TOLLWAY’s proposed improvement.

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 the local’s highways and Toll Highway facilities within the limits of this PROJECT.
B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each individual PARTY's right of way pursuant to the approved plans and specifications 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 PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTIES.

D. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the parties.

E. Nothing herein is intended to prevent or preclude any PARTY 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.

F. Attached as “EXHIBIT B” is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

G. The VILLAGE will be provided with a limited number of keys for the ILLINOIS TOLLWAY owned locks that will be installed on the right of way fence gates. Prior to being provided with the keys, the VILLAGE must provide contact information for VILLAGE personnel that will possess the keys. The VILLAGE further agrees that it shall notify the ILLINOIS TOLLWAY should there be changes to VILLAGE personnel that will retain the keys for access to the VILLAGE’s sanitary sewer and sight screening fence. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the access, use, maintenance or reconstruction of the sanitary sewer located on ILLINOIS TOLLWAY right of way.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation, the County of DuPage, the Village of Itasca, Addison Township and the Illinois State Toll Highway Authority.

B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the all local roads traversed or affected by Illinois Route 390 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. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.

E. 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.

F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE and the TOWNSHIP’s Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

G. In the event of a dispute between the Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE, the TOWNSHIP’s Highway Commissioner and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY’s (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY’s Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY’s (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY’s Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

H. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is Village of Itasca, 550 West Irving Park Road, Itasca, Illinois 60143.

J. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is 36-6006173 and it is doing business as a governmental entity, whose mailing address is Addison Township Highway Department, 411 West Potter, Wood Dale, Illinois 60191.

K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

N. The failure by any of the PARTIES 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 any of the PARTIES unless such provision is waived in writing.

O. 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.

P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the DEPARTMENT: The Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196

24
To the COUNTY: The DuPage County Division of Transportation 
Jack T. Knuepfer Administration Building 
421 North County Farm Road 
Wheaton, Illinois 60187 
Attn: Director of Transportation/County Engineer

To the VILLAGE: The Village of Itasca 
550 West Irving Park Road 
Itasca, Illinois 60143 
Attn: Village Administrator

To the TOWNSHIP: The Addison Township Highway Department 
411 West Potter 
Wood Dale, Illinois 60191 
Attn: Highway Commissioner

Q. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE and/or the TOWNSHIP under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)
IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

ADDISON TOWNSHIP HIGHWAY DEPARTMENT

By: ____________________________
    Donald Holod
    Highway Commissioner

Date: 7/19/2018

Attest: ____________________________

THE VILLAGE OF ITASCA

By: _______________________________
    Jeff Pruyn
    Mayor

Date: _______________________________

Attest: _______________________________

(Please Print Name)

COUNTY OF DUPAGE

By: _______________________________
    Daniel J. Cronin
    Chairman, DuPage County Board

Date: _______________________________

Attest: _______________________________
    Paul Hinds
    County Clerk

(Please Print Name)
THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: ____________________________  Attest: ____________________________
    Anthony Quigley, P.E.
    Region One Engineer

Date: ____________________________

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: ____________________________  Date: ____________________________
    Elizabeth Gorman
    Executive Director

By: ____________________________  Date: ____________________________
    Michael Colsch
    Chief Financial Officer

By: ____________________________  Date: ____________________________
    Elizabeth M.S. Oplawski
    Acting General Counsel

Approved as to Form and Constitutionality

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

IGA_4629_IDOT_Dupage_Itasca_Addison_rev.12.27.16_05.31.18
RESOLUTION NO. 21609

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“Department”), the County of DuPage (“County”), the Village of Itasca (“Village”), and the Addison Township Highway Department (“Township”) in connection with construction of Illinois Route 390 Toll Highway and ramp connections, as well as construction of adjacent roadways, and Toll Highway and roadway necessities affected by Toll Highway construction west of Park Boulevard to east of Arlington Heights Road (M.P. 12.6 to M.P. 13.6.). The County and the Village requested upgrades and enhancements to work performed within their jurisdictional boundaries and will utilize existing credits from other EOWA projects to offset all or portions of those costs. Future maintenance responsibilities are also defined for each participant.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority, the Illinois Department of Transportation, the County of DuPage, the Village of Itasca, and the Addison Township Highway Department in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by:
Resolution
DT-R-0382-18

LETTER OF UNDERSTANDING
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR 31ST STREET OVER I-294 BRIDGE IMPROVEMENTS

WHEREAS, the Illinois State Toll Highway Authority (hereinafter “ILLINOIS TOLLWAY”), in order to take care of the existing system and relieve traffic congestion, intends to rehabilitate, reconstruct and widen the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue; and

WHEREAS, the scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294 (hereinafter “PROJECT”) and;

WHEREAS, in association with this work, and to minimize impact to the motoring public, the County of DuPage (hereinafter “COUNTY”) has requested, and the ILLINOIS TOLLWAY agrees, to include patching of the existing concreted pavement west of the PROJECT; and

WHEREAS, the estimated financial participation of the COUNTY for construction of the PROJECT is $89,000.00; and

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

WHEREAS, a Letter of Understanding dated August 6, 2018 has been prepared and is attached hereto. Said Letter of Understanding outlines the scope of the PROJECT and the financial participation of the COUNTY for the construction of the PROJECT; and

WHEREAS, said Letter of Understanding must be executed prior to a formal Agreement being prepared between the ILLINOIS TOLLWAY and the COUNTY for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the DuPage County Engineer be hereby directed and authorized to execute the referenced Letter of Understanding with the ILLINOIS TOLLWAY; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original of this Resolution and Letter of Understanding to the ILLINOIS TOLLWAY by and through the DuPage County Division of Transportation.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
August 6, 2018

Christopher C. Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road #2-300
Wheaton, IL 60187-2553

Re: Bridge Rehabilitation
31st Street over I-294

Dear Mr. Snyder:

As you may be aware, the Illinois Tollway is in the midst of a 15-year, $14 billion capital program, Move Illinois: The Illinois Tollway Driving the Future. Some key goals of this program are to take care of the existing system and relieve traffic congestion, which includes the rehabilitation, reconstruction and widening of the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue.

The scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294. In association with this work, and to minimize impact to the motoring public, DuPage County has requested, and the Illinois Tollway agrees, to include Class B patching of the existing jointed concreted pavement, with a total estimated cost to DuPage County of $89,000.00. The attached exhibit provides additional details. In order for the work referenced herein to be performed in a timely manner, the Illinois Tollway is also requesting DuPage County’s agreement to issue all necessary permits as soon as possible.

Please acknowledge your agreement with the inclusion of this work as described above and in the attachment by returning a signed original version of this letter to my attention. Upon receipt, the Illinois Tollway will proceed with the development of a formal Intergovernmental Agreement regarding this work.

Sincerely,

Signature on File

Paul D. Kovacs, PE
Chief Engineering Officer
Having authority to do so on behalf of DuPage County, I agree to the inclusion of the work described above and in the attachment to this letter.

Christopher C. Snyder, PE
Director of Transportation/County Engineer

Date

Cc: Clarita Lao, Illinois Tollway
Lanyea Griffin, Illinois Tollway
Rocco Zuccheri, Illinois Tollway
Michael Wiater, Omega & Associates
Dave Wilson, Omega & Associates
Jim McDonough, Illinois Tollway
ALTERATION OF SPEED LIMIT
FROM STATUTORY TO 40 MPH
MORTON ROAD WITHIN WAYNE TOWNSHIP
FROM 80’ NORTH OF MARDON ROAD TO ILLINOIS ROUTE 64

WHEREAS, at the request of the Wayne Township Highway Commissioner, an engineering and traffic investigation has been made to determine the reasonable and proper speed limit along Morton Road, from 80’ north of Mardon Road to Illinois Route 64 within Wayne Township; and

WHEREAS, the basic statutory vehicular speed limit established by Section 625 ILCS 5/11-601 of the Illinois Compiled Statutes is greater than that considered reasonable and proper along Morton Road within Wayne Township, as noted in the following Schedule, for which the Wayne Township Road District has maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation.

SCHEDULE

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>LENGTH</th>
<th>PROPOSED LIMIT (MPH)</th>
<th>STATUTORY LIMIT (MPH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morton Road</td>
<td>80’ North of Mardon Rd</td>
<td>Illinois 64</td>
<td>2285’</td>
<td>40</td>
<td>55</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois, that by virtue of Section 625 ILCS 5/11-604 of the Illinois Compiled Statutes, this Board determines and declares that reasonable and proper absolute maximum speed limit upon the above referenced street shall be as stated therein; and

BE IT FURTHER ORDAINED, that upon approval of this Ordinance, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limit; and

BE IT FURTHER ORDAINED, that the County Clerk is hereby directed to forward three (3) certified copies of this Ordinance to the DuPage County Division of Transportation; and
BE IT FURTHER ORDAINED, that the DuPage County Clerk shall cause to be published a copy of this Ordinance in a newspaper of general circulation within the area.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
DuPage County

Grant Proposal Notification

GRANT NAME: Better Utilizing Investments to Leverage Development (FY2018 BUILD) Grant

GRANTING ENTITY: US Department of Transportation

COUNTY DEPARTMENT: Division of Transportation

PARENT COMMITTEE: Transportation

DEPARTMENT CONTACT: John Loper

AMOUNT REQUESTED: $6,172,177

TYPE OF GRANT (please check):  ☐ Competitive  ☐ Continuation  ☐ Formula
DuPage County
Grant Proposal Notification Form

Central Signal System (CSS): DuPage County's goal with the BUILD grant is to expand the Central Signal System (CSS) to include an additional 95 traffic signal installations throughout the County. With the BUILD funding, we will be able to establish Ethernet communication to 85% of the County's 340 traffic signal installations, along with a peer-to-peer connection to the City of Aurora's Advanced Traffic Management System (ATMS), allowing further regional coordination of operations and resources. In addition, the infrastructure that will be installed in the project will establish the groundwork for future ITS developments. Emerging technologies such as Transit Signal Priority (TSP), Connected Vehicles (CV), Vehicle-to-Infrastructure (V2I), Vehicle-to-Vehicle (V2V), and Adaptive Traffic Signal Control (ATSC) are all programs that require a robust network to operate properly. The CSS expansion project will provide a solid foundation for these and other future technologies that can benefit transportation system users throughout the region. The funding request is for construction/construction engineering.

Grant proposal submission due date (MM/DD/YYYY): 7/19/2018

Project or project phase period covered by grant:
If period is unknown, estimate the year the project or project phase will begin and anticipated duration:
Year: 2021 Duration (years): 2

If awarded, will this grant require the hiring of additional staff or personnel?
Yes ☐ No ☐
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:

What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
Yes ☐ No ☐
If yes, please answer the following questions:
Percentage of funding required by granting agency:

County's match amount: (auto fill) $1,888,045.00
*Department may seek additional funding in the future to provide match amount (CHECK EACH TIME)

County fund that will provide the matching requirement:
DOT INTERNAL FUNDS

Grant amount request (auto fill) $6,172,177.00

All other funding already allocated for project or project phase

Total project or project phase cost (C & CE) (auto fill) $8,060,222.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 038-18

Submitted on: 07/19/18 Submitted by: John Loper, DOT

Purpose of Grant: Funds for the FY2018 Better Utilizing Investments to Leverage Development (BUILD) discretionary grant program (formerly known as TIGER) are awarded on a competitive basis from the US Department of Transportation (US DOT). The FY18 BUILD grants are for capital investments in surface transportation infrastructure projects with significant local or regional impact. DuPage County Division of Transportation is seeking funding to expand the County’s Central Signal System to include an additional 95 traffic signal installations throughout the County, as explained in the Narrative of the Grant Proposal Notification Form. Funding would cover costs for construction and construction engineering.

Proposal Due Date: 07/19/2018 Project Period: 2021 – 2 Year Project

Matching Requirement: ❑ Yes ❑ No Explain: 20%-see other information

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 funding opportunity.

Other information (i.e. collaboration, allocation of funding, etc.): The total cost of this project is estimated at $8,060,222. $6,172,177 has been requested from US DOT. The award application includes a 23% County match of $1,888,045, which would come from the Division of Transportation’s budget and not the County’s general operating budget. US DOT 2018 BUILD grant funding must be obligated by September 30, 2020 and must be expended by September 30, 2025.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form or contact John Loper, Division of Transportation, at 630-407-6882.