1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday October 2nd, 2018

5. ACTION ITEMS

   Budget Adjustments

   A. Budget Transfers -- $1,050,000.00 from 1500-3550-54199 (CAPITAL CONTINGENCY) to 1500-3550-53320 (REPAIR & MTCE ROADS); Additional funds needed for the 2018 Pavement Maintenance (North and South) Programs. Due to favorable bid unit prices, Transportation Committee approved awarding these annual contracts for the Base and Alternate bid amounts due to sufficient available budget

   B. Budget Transfers -- $4,500.00 from 1500-3520-53380 (REPAIR & MTCE AUTO EQUIPMENT) to 1500-3500/3510/3520-53600 (DUES & MEMBERSHIPS); Additional funds needed for Dues & Memberships

   C. Budget Transfers -- $100,000.00 from 1500-3520-52250 (AUTO/MACH/EQUIP PARTS) to 1500-1101-52270 (MAINTENANCE SUPPLIES); Additional funds needed for Grounds to maintain County campus

   Contracts/Purchase Orders

   D. 2018-245 Recommendation for the approval of a contract purchase order to Fulton Corporation, to furnish and deliver replacement mailboxes, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $6,274.50; Per low quote 18-199-DOT
E. 2018-246 Recommendation for the approval of a contract purchase order to Wholesale Direct, Inc., to furnish and deliver Automotive Emergency Lighting, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $10,000.00; Per renewal option under bid award 16-188-JM

F. DT-P-0261-18 Recommendation for the approval of a contract purchase order to SNI Solutions, Inc., to furnish and deliver deicing solids, as needed for the Division of Transportation, for the period December 1, 2018 through October 31, 2019, for a contract total not to exceed $87,720.00; Per lowest responsible bid 18-190-DOT

G. DT-P-0256-18 Recommendation for the approval of a contract purchase order to K Tech Specialty Coatings, Inc., to furnish and deliver deicing liquids, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $63,900.00; Per lowest responsible bid 18-190-DOT

H. DT-P-0260-18 Recommendation for the approval of a contract purchase order to Fastenal Company, to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $40,000.00; Per lowest responsible bid 18-197-DOT

Agreements

I. Action Item -- Impact Fee Credit Agreement 18-01: Airhart Development, LLC (Stafford Place, Warrenville)

J. DT-R-0903-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Woodridge for the lease of Salt Dome Storage located at 7900 South Illinois Route 53 within the Village of Woodridge (No County cost)

K. DT-R-0906-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH, for an estimated County cost of $2,360,590.00, with an estimated $634,140.00 to be reimbursed by the Village of Downers Grove

Amendments/Change Orders

L. Action Item -- DT-P-0008A-15 – Amendment to Resolution DT-P-0008-15, issued to K-Plus Engineering, LLC, for Professional Design Engineering Services for improvements along CH 23/Gary Avenue, from the Great Western Trail to Army Trail Road, Section 11-00237-11-BT, to extend the contract completion date through November 30, 2019 and to increase the funding in the amount of $30,000.00, resulting in an amended contract total amount of $300,843.40, an increase of 11.08%
M. Action Item -- DT-R-0621A-16 – Amendment to Resolution DT-R-0621-16, Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for traffic signal upgrades at Illinois Route 59 and CH 29/Stearns Road, Section 15-00285-00-CH/TL, to increase the funding in the amount of $75,000.00, resulting in an amended contract total of $121,000.00, an increase of 163.04%

6. REPORT FROM STATE'S ATTORNEY'S OFFICE

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURNMENT
1. **CALL TO ORDER**

10:00 AM meeting was called to order by Vice Chair James Healy at 10:04 AM.

2. **ROLL CALL**

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

3. **PUBLIC COMMENT**

4. **APPROVAL OF MINUTES**

   **A.** Transportation Committee - Regular Meeting - Sep 18, 2018 10:00 AM

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

5. **ACTION ITEMS**

   **Authorization to Travel**

   **A.** Authorization to Travel -- Principal Civil Engineer to travel to Champaign, Illinois from October 17, 2018 through October 18, 2018 to attend the Illinois Traffic Engineering and Safety Conference. Expenses to include registration, transportation, lodging and meals for an estimated County cost of $520.00.
RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

Contracts/Purchase Orders

B. 2018-229 Recommendation for the approval of a contract purchase order to HazChem Environmental Corp., for Hazardous Waste Testing, Disposal and Emergency Services, as needed for the Division of Transportation, for the period January 1, 2019 through December 31, 2019, for a contract total not to exceed $8,899.00; Per renewal under quote award 17-229-BF, first of three options to renew

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

C. 2018-230 Recommendation for the approval of a contract purchase order to Tri-Angle Fabrication & Body Co., Inc., to furnish and deliver Roadwatch Air and Pavement Measuring Devices, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $10,000.00; Per renewal option under quote award 17-224-BF, first of three options to renew

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

D. DT-P-0246-18 Recommendation for the approval of a contract purchase order to DVL Enterprises, Inc., d/b/a MPGTandem, to furnish and deliver Employee Uniforms, as needed for the Division of Transportation, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $27,500.00; Per Renewal Option under Bid Award 16-210-BF, second of three options to renew

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

E. DT-P-0247-18 Recommendation for the approval of a contract purchase order to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period October 2, 2018 through August 31, 2020, for a contract total not to exceed $56,000.00; Contract pursuant to the Intergovernmental Cooperation Act (State of Illinois)

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

F. DT-P-0248-18 Recommendation for the approval of a contract purchase order to Cotter Consulting, Inc., to provide Professional Construction Engineering Services for improvements along CH 29/Greenbrook Boulevard, from County Farm Road to Lake Street, Section 18-00285-02-RS, for a contract total not to exceed $139,460.39; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/etc. seq.

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

Intergovernmental Agreements

G. DT-R-0892-18 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation for Central Signal System Expansion 1 and 2 at various locations, Section 17-DCCSS-01-TL, for an estimated County cost of $1,375,139.00 with $183,500.00 to be reimbursed by the City of Naperville
RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Elliott, District 4
SECONDER: Brian J Krajewski, District 3
AYES: Elliott, Healy, Krajewski, Noonan, Zay
ABSENT: Puchalski

6. INFORMATIONAL ONLY

A. Grant Proposal Notifications -- Grant Proposal Notification 048-18: FY2024 Illinois Special Bridge Program (ISBP) $5,108,978.40

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

7. REPORT FROM STATE'S ATTORNEY'S OFFICE

8. OLD BUSINESS

Director Snyder updated the Committee on the status of deployment of small wireless facilities with public rights-of-way. The County Board passed a Wireless Telecommunications Facilities Ordinance in response to Public Act 100-0585. Recently, the FCC issued a declaratory ruling setting forth 1) a cap on application fees and annual recurring fees, 2) review schedules for wireless telecommunication facilities, and 3) indicated that existing license agreements are not grandfathered. The DOT is working with the States Attorneys Office on necessary updates to our current ordinance to be in compliance with Federal/State law.

9. NEW BUSINESS

10. ADJOURNMENT
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
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<td>$1,050,000</td>
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<th>Title</th>
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<td>$1,050,000</td>
<td>Total</td>
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Reason for Request:
Additional funds needed for the 2018 Pavement Maintenance Programs North & South. Due to favorable bid unit prices, Transportation Committee approved awarding these annual contracts for the Base + Alternate Bid amounts due to sufficient available budget.

Finance Department Use Only
Fiscal Year 2018  
Budget Journal #   Acctg Period    
Entered By/Date    Released By/Date   Posted By/Date

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

Signature on File
Date 10/1/18

Packet Pg. 8
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016  

From: 1500

<table>
<thead>
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<th>Company/Accounting Unit Name</th>
<th>Finance Dept Use Only Available Balance</th>
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<tbody>
<tr>
<td>1500 - HIGHWAY, STREETS &amp; BRIDGES</td>
<td>Prior to Transfer</td>
<td>After Transfer</td>
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<tr>
<td>3520 53380 REPAIR &amp; MTCE AUTO EQUIPMENT</td>
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<td>150,800.23 146,300.23 10/1/18</td>
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<td>3520 53600 DUES &amp; MEMBERSHIPS</td>
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<td>501- 1001-</td>
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Total $4,500.00

**Reason for Request:**

Additional funds needed for Dues & Memberships

**Signature on File**

**Signature on File**

**Finance Department Use Only**

**Fiscal Year 2018**  
**Budget Journal #**  
**Acctg Period**  
**Entered By/Date**  
**Released By/Date**  
**Posted By/Date**

**Packet Pg. 9**

**Attachment: $4,500 (17-18-977 : Budget Adjustment)**

**TRANS 10/16**

**FIN 10/23**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

1500 - HIGHWAY, STREETS & BRIDGES
Company/Accounting Unit Name

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<th>Sub-Account</th>
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<th>After Transfer</th>
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Total $100,000.00

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</tbody>
</table>

Total $100,000.00

Reason for Request:
Additional funds needed for Grounds to maintain County Campus

Fin. Dept Use Only

Signature on File

Signature on File

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

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

Packet Pg. 10
Requisition under 25k dollars

2018-245
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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<tbody>
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<td>$6,274.50</td>
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<tr>
<td>11/01/18-10/31/19</td>
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</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Eva Hitchcock: Completed 10/03/2018 11:59 AM
- Christopher Snyder: Completed 10/03/2018 1:03 PM
- Kathy Ostrowski: Completed 10/03/2018 4:09 PM
- James McGuire: Completed 10/11/2018 8:52 AM
- Paul Rafac: Completed 10/11/2018 10:48 AM
- Kathy Ostrowski: Completed 10/11/2018 12:24 PM
- Transportation Committee: Pending 10/16/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Fulton Corp.</td>
<td><strong>Vendor #:</strong> 10399</td>
</tr>
<tr>
<td><strong>Attn:</strong> Lisa Gerwulf</td>
<td><strong>Dept:</strong> Division of Transportation</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lisa@fultoncorp.com">lisa@fultoncorp.com</a></td>
<td><strong>Division:</strong> Highway Maintenance</td>
</tr>
<tr>
<td><strong>Address:</strong> 303 8th Ave.</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 61252</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 815-589-3211</td>
<td><strong>Fax:</strong> 815-589-4433</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 10399</td>
<td><strong>Send Invoices To:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Kathy Curcio</td>
<td><strong>Division:</strong> Highway Maintenance</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
</tr>
<tr>
<td><strong>City:</strong> Wheaton</td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-407-6920</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-407-6921</td>
<td><strong>Ship To:</strong></td>
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<table>
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<td><strong>Attn:</strong> Ed Morgan</td>
<td><strong>Dept:</strong> Division of Transportation</td>
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<tr>
<td><strong>Email:</strong> <a href="mailto:Ed.morgan@dupageco.org">Ed.morgan@dupageco.org</a></td>
<td><strong>Division:</strong> Highway Maintenance</td>
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<tr>
<td><strong>Address:</strong> 140 N. County Farm Road</td>
<td><strong>City:</strong> Wheaton</td>
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<tr>
<td><strong>Room:</strong></td>
<td><strong>State:</strong> IL</td>
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<tr>
<td><strong>Zip:</strong> 60187</td>
<td><strong>Zip:</strong> 60187</td>
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<tr>
<td><strong>Phone:</strong> 630-407-6920</td>
<td><strong>Fax:</strong> 630-407-6921</td>
</tr>
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<td><strong>Fax:</strong> 630-407-6921</td>
<td><strong>Payment Terms:</strong> F.O.B.</td>
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<tr>
<td><strong>Use for:</strong> PO25 only</td>
<td><strong>PO 20 Delivery Date:</strong> Nov 1, 2018</td>
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<td><strong>Destination:</strong> Darcie Garza, CPPB</td>
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<tr>
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<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>
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<td>REPLACEMENT MAILBOXES</td>
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<td>52200</td>
<td></td>
<td></td>
<td>6,274.50</td>
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</tbody>
</table>

**Requisition Total** $6,274.50

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

This contract purchase order is to furnish and deliver replacement mailboxes for the period November 1, 2018 through October 31, 2019 per low bid 18-199-DOT.

Orders will be placed on an "as needed" basis with quantities and items specified at the time orders are placed. Minimum quantity ordered to be one skid.

1C = $11.73
2C = $31.65

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

Send completed approved PO to Lisa Gerwulf

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

FY2018 $500.00
FY2019 $5,774.50

Transportation - 10/16/18
**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: Fulton Corporation</th>
<th>Vendor #: 10399</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contract Term: 11/1/2018 - 10/31/2019</td>
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<tr>
<td>Contact: Ed Morgan</td>
<td>Contract Total: $6,274.50</td>
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</table>

**Description of Procurement/Scope of Work/Background**  
To furnish and deliver replacement mailboxes, for a contract total, not to exceed $6,274.50.

**Reason for Procurement**  
Mailboxes to replace those damaged by snow plows during the winter season.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 1500 3510 52200
- Budget Transfer (Date) ___________ Add'l Information ___________

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # 18-199-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ___________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5/10/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________

**PREPARED BY AND APPROVAL(S) (Initials Only)**
- DG, CPPB  
  Prepared By: Sep 25, 2018  
  Recommended for Approval: 10-3-18  
  IT Approval, if required: Date

**REVIEWS BY (Initials Only)**
- Buyer:  
  Date: 10-10-18  
  Procurement Officer: Date
- Chief Financial Officer 
  Date: 10-11-18  
  Chairman's Office 
  (Decision Memos Over $25,000)  
  Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER  
Rev 1.8
DuPAGE COUNTY PROCUREMENT SERVICES DIVISION
QUOTE TABULATION
Q18-199-DOT MAILBOXES

<table>
<thead>
<tr>
<th>FIRM</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULTON CORPORATION</td>
<td>$6,274.50</td>
</tr>
<tr>
<td>INDEPENDENT HARDWARE INC</td>
<td>$6,434.50</td>
</tr>
</tbody>
</table>

NOTES: ONE FIRM WAS CONTACTED. HAVING TROUBLE FINDING THE EXACT SIZES NEEDED.

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>3</td>
</tr>
<tr>
<td>Total Responses Received</td>
<td>2</td>
</tr>
<tr>
<td>Event Open Date</td>
<td>9/17/18 @ 10:00 A.M.</td>
</tr>
<tr>
<td>Attended</td>
<td>GV</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Company Name: Fulton Corporation
Company Contact: Lisa Gerwulf (Orders)
Contact Phone: 615-589-5211
Contact Email: lisa@fultoncorpor.com

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

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

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

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

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

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

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

Authorized Signature

Printed Name: Lisa Gerwulf
Title: Customer Service
Date: 9-14-18

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

2018-246
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11/01/18-10/31/19</td>
<td>$10,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>10/03/2018 11:56 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>10/03/2018 1:03 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/04/2018 8:20 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/11/2018 8:53 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/11/2018 10:49 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/11/2018 12:19 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>10/16/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition
## Procurement Services Division

### Send Purchase Order To:
- Vendor: Wholesale Direct, Inc.
- Vendor #: 11099
- Attn: Robert Robinson
- Email: bob@wholesaledirect.com
- Address: 5620 W 65th St.
- City: Chicago
- State: IL
- Zip: 60638
- Phone: 773-585-7200
- Fax: 773-585-7279

### 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: Wholesale Direct, Inc.
- Vendor #: 11099
- Attn: Valerie Hackett
- Email: Valerie@wholesaledirect.com
- Address: 5620 W 65th St.
- City: Chicago
- State: IL
- Zip: 60638
- Phone: 773-585-7200
- Fax: 773-585-7279

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

### Payment Terms
<table>
<thead>
<tr>
<th>FY</th>
<th>Dept #</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>1500</td>
<td>3520</td>
<td>52250</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

### Requisition Total: $10,000.00

### Header Comments:
The contract purchase order is to furnish and deliver Auto Emergency Lighting on an "as needed" basis, for the Division of Transportation for the period November 1, 2018 through October 31, 2019 per low bid #16-188-JM Option to Renew.

This is the second of three optional renewals.

### Special Instructions/Comments to Buyer or Approver:
Send completed approved PO to Bob Robinson

### User Department Internal Notes:
- FY2018 1500 3520 52250 $10000.00
- FY2019 1500 3520 52250 $9000.00

Transportation - 10/16/18
**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: Wholesale Direct, Inc.</th>
<th>Vendor #: 11099</th>
<th>Contract Term: 11/1/2018 - 10/31/2019</th>
<th>Contract Total: $10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

This contract purchase order is to furnish and deliver Automotive Emergency Lighting for a contract total not to exceed $10,000.00.

<table>
<thead>
<tr>
<th>Reason for Procurement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>To outfit and/or reoutfit vehicles and equipment with the proper emergency lighting.</td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3520 52250
- [ ] Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [x] RENEWAL, Enter Bid # 16-188-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 (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Sep 28, 2018</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</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>10-10-18</td>
<td></td>
<td>10-11-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Date</td>
<td>Chairman's Office</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>10-11-18</td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</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 Wholesale Direct, Inc., 5620 W. 65th Street, Chicago, IL 60638, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #16-188-JM which became effective November 1, 2016 and which expires October 31, 2018. This contract is subject to a 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 November 1, 2018 and expires October 31, 2019, contingent upon Parent Committee and County Board approval.

[Signatures and Dates]

WHOLESALE DIRECT, INC.

Signature on File

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Packet Pg. 21
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 removal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>NONE (check here) - if no contributions have been made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>NONE (check here) - if no contacts have been made</th>
</tr>
</thead>
</table>

<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>
</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: Robert Robinson
Title: President
Date: 4/28/2016

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
AWARDING RESOLUTION
ISSUED TO SNI SOLUTIONS, INC.
TO FURNISH AND DELIVER DEICING SOLIDS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $87,720.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to SNI Solutions, Inc., to furnish and deliver deicing solids, as needed for the Division of Transportation, for the period December 1, 2018 through October 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver deicing solids, as needed for the Division of Transportation, for the period December 1, 2018 through October 31, 2019, is hereby approved for issuance to SNI Solutions, Inc., 205 North Stewart Street, Geneseo, Illinois 61254 for a contract total not to exceed $87,720.00; per lowest responsible bid 18-190-DOT.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$87,720.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>10/03/2018 12:02 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>10/03/2018 1:02 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/03/2018 4:05 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>10/11/2018 8:30 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>10/11/2018 10:46 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>10/11/2018 12:29 PM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Pending</td>
<td>10/16/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>10/23/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>10/23/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: SNI Solutions, Inc.</td>
<td>Vendor #: 12626</td>
</tr>
<tr>
<td>Attn: Mike Bellovics</td>
<td>Email: <a href="mailto:Mike@snisolutions.com">Mike@snisolutions.com</a></td>
</tr>
<tr>
<td>Address: 205 N. Stewart St.</td>
<td>City: Geneseo</td>
</tr>
<tr>
<td>City: Geneseo</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 888-840-5564</td>
<td>Phone: 630-407-6892</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: SNI Solutions, Inc.</td>
<td>Vendor #: 12626</td>
</tr>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 205 N. Stewart St.</td>
<td>City: Geneseo</td>
</tr>
<tr>
<td>City: Geneseo</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 888-840-5564</td>
<td>Phone: 630-407-6920</td>
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</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>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>DEICING SOLIDS</td>
<td></td>
<td>15</td>
<td>1500</td>
<td>1101</td>
<td>52270</td>
<td></td>
<td>87,720.00</td>
<td>87,720.00</td>
</tr>
</tbody>
</table>

Requisition Total: $87,720.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
This contract purchase order is to furnish and deliver Deicing Solids for the Division of Transportation, for the period December 1, 2018 through October 31, 2019 per low bid #18-190-DOT

$510.00/Ton

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
Send completed approved PO to Mike Bellovics

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
DT-P-0261-18
Transportation - 10/16/18
County Board - 10/23/18
**Procurement Review Checklist**

**Procurement Services Division**

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

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

**Description of Procurement/Scope of Work/Background**
To furnish and deliver deicing solids for a contract total not to exceed $87,720.00

**Reason for Procurement**
These products are used by Ground Maintenance to treat bulk rock salt, deice County roads and highways and to deice sidewalks and parking areas around the County campus.

**FUNDING SOURCE**

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

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-190-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # □ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 □ Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>Sep 25, 2018</td>
<td>10-3-18</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>10-10-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
## DuPAGE COUNTY PROCUREMENT SERVICES

**BID #18-190-DOT**

**DEICING LIQUIDS AND SOLIDS**

**BID OPEN: 09/20/18 @ 2:00 P.M.**

**BID TABULATION**

### Table: Deicing Liquids and Solids Bid Tabulation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>K-Tech Specialty Coatings, Inc.</th>
<th>SNI Solutions Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deicing Liquids</td>
<td>$63,900.00</td>
<td>See Notes</td>
</tr>
<tr>
<td>Section 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deicing Solids</td>
<td>No Bid</td>
<td>$87,720.00</td>
</tr>
<tr>
<td>Section 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Bid Price</td>
<td>$63,900.00</td>
<td>$87,720.00</td>
</tr>
</tbody>
</table>

**Notes:** SNI deemed nonresponsive due to failure to meet the specification for Deicing Liquids.

### Additional Information

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Bidders Requesting Bid Documents</td>
<td>8</td>
</tr>
<tr>
<td>Total Bid Responses Received</td>
<td>2</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>DT, CH</td>
</tr>
</tbody>
</table>
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

<table>
<thead>
<tr>
<th>Add Line</th>
<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>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<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 read and hereby certify, to the best of my knowledge, that the information provided is true and correct.

Authorized Signature

Printed Name: Mike Bellovics
Title: President
Date: 9/17/18

Signature on File

Rev 1.1
4/1/16
Requisition 25k and over

DT-P-0256-18

AWARDING RESOLUTION
ISSUED TO K TECH SPECIALTY COATINGS, INC.
FURNISH AND DELIVER DEICING LIQUIDS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $63,900.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to K Tech Specialty Coatings, Inc., to furnish and deliver deicing liquids, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver deicing liquids, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, is hereby approved for issuance to K Tech Specialty Coatings, Inc., PO Box 428, Ashley, Indiana 46705 for a contract total not to exceed $63,900.00; per lowest responsible bid 18-190-DOT.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11/01/18-10/31/19</td>
<td>$63,900.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

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

Eva Hitchcock  Completed  10/03/2018 11:49 AM
Christopher Snyder  Completed  10/03/2018 1:03 PM
Kathy Ostrowski  Completed  10/04/2018 9:14 AM
James McGuire  Completed  10/05/2018 10:50 AM
Paul Rafac  Completed  10/11/2018 10:45 AM
Kathy Ostrowski  Completed  10/11/2018 12:31 PM
Transportation Committee  Pending  10/16/2018 10:00 AM
Finance Committee  Pending  10/23/2018 8:00 AM
County Board  Pending  10/23/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: K Tech Specialty Coatings, Inc.</th>
<th>Vendor #: 27558</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Denver Preston</td>
<td>Email: <a href="mailto:dpreston@ktechcoatings.com">dpreston@ktechcoatings.com</a></td>
</tr>
<tr>
<td>Address: P.O. Box 428</td>
<td>State: IN</td>
</tr>
<tr>
<td>City: Ashley</td>
<td>Zip: 46705</td>
</tr>
<tr>
<td>Phone: 260-587-3888</td>
<td>Fax: 260-587-3889</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

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

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: K Tech Specialty Coatings, Inc.</th>
<th>Vendor #: 27558</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: P.O. Box 428</td>
<td>State: IN</td>
</tr>
<tr>
<td>City: Ashley</td>
<td>Zip: 46705</td>
</tr>
<tr>
<td>Phone: 260-587-3888</td>
<td>Fax: 260-587-3889</td>
</tr>
</tbody>
</table>

**Payment Terms**

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

**Use for PO25 only**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nov 1, 2018</td>
<td>Oct 31, 2019</td>
</tr>
</tbody>
</table>

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

This contract purchase order is to furnish and deliver Deicing Liquid for the Division of Transportation, for the period November 1, 2018 through October 31, 2019 per low bid #18-190-DOT

$1.42/Gallon

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

Send completed approved PO to Denver Preston

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

- FY2018 $3,000.00
- FY2019 $60,900.00
- DT-P-0256-18
- Transportation - 10/16/18
- County Board - 10/23/18

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
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<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>DEICING LIQUIDS</td>
<td></td>
<td>15</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td></td>
<td>63,900.00</td>
<td>63,900.00</td>
</tr>
</tbody>
</table>

**Requisition Total $ 63,900.00**
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

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

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

To furnish and deliver deicing liquid, for a contract total not to exceed $63,900.00,

**Reason for Procurement**

These products are used by Highway to treat bulk rock salt, deice County roads and highways and to deice sidewalks.

**FUNDING SOURCE**

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

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-190-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>DG, CPPB</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>Sep 25, 2018</td>
<td></td>
<td>10-3-18</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>10-10-18</td>
<td></td>
<td>10-10-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-11-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DuPAGE COUNTY PROCUREMENT SERVICES
BID #18-190-DOT
DEICING LIQUIDS AND SOLIDS
BID OPEN: 09/20/18 @ 2:00 P.M.
BID TABULATION

<table>
<thead>
<tr>
<th>Criteria</th>
<th>K-Tech Specialty Coatings, Inc.</th>
<th>SNI Solutions Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deicing Liquids Section 1</td>
<td>$63,900.00</td>
<td>See Notes</td>
</tr>
<tr>
<td>Deicing Solids Section 2</td>
<td>No Bid</td>
<td>$87,720.00</td>
</tr>
<tr>
<td>Total Bid Price</td>
<td>$63,900.00</td>
<td>$87,720.00</td>
</tr>
</tbody>
</table>

Notes: SNI deemed nonresponsive due to failure to meet the specification for Deicing Liquids.

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<tr>
<td>Total Bid Responses Received</td>
<td>2</td>
</tr>
<tr>
<td>Bid Opening Attended</td>
<td>DT, CH</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>K-Tech Specialty Coatings Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>260-587-9113; 260-587-3888</td>
</tr>
</tbody>
</table>

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

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

   | (check here) - If no contributions have been made |
|---------------|-----------------------------------------------|
| Add Line      | Description (e.g. cash, kind of item, services, etc.) |
| Recipient     | Amount/Value | Date Made |
| Donor         | Date 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 any changes that may occur.

   | (check here) - If no contacts have been made |
|---------------|-----------------------------------------------|
| Add Line      | Telephone | Email |
| 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 |

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. 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 reviewed, understood and adhered to these requirements.

Authorized Signature

Printed Name: Wayne Klink
Title: President
Date: 9/17/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO FASTENAL COMPANY
TO FURNISH AND DELIVER
WEATHERHEAD HYDRAULIC FITTINGS, HOSES AND CONNECTORS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $40,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Fastenal Company, to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation, for the period November 1, 2018 through October 31, 2019, is hereby approved for issuance to Fastenal Company, 905 Industrial Drive, West Chicago, Illinois 60185 for a contract total not to exceed $40,000.00; per lowest responsible bid 18-197-DOT.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
________________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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

**SOLICITATION METHOD FOR SOURCE SELECTION**

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

- Eva Hitchcock: Completed 10/03/2018 11:53 AM
- Christopher Snyder: Completed 10/03/2018 1:03 PM
- Kathy Ostrowski: Completed 10/03/2018 4:21 PM
- James McGuire: Completed 10/11/2018 8:56 AM
- Paul Rafac: Completed 10/11/2018 10:53 AM
- Kathy Ostrowski: Completed 10/11/2018 12:11 PM
- Transportation Committee: Pending 10/16/2018 10:00 AM
- Finance Committee: Pending 10/23/2018 8:00 AM
- County Board: Pending 10/23/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Fastenal Company</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Anthony Beavers</td>
<td>Attn: Kathy Curcio</td>
</tr>
<tr>
<td>Email: <a href="mailto:aabeavers@fastenal.com">aabeavers@fastenal.com</a></td>
<td>Email: <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 905 Industrial Drive</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: West Chicago</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60185</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-293-7541</td>
<td>Phone: 630-407-6892</td>
</tr>
<tr>
<td>Fax: 630-293-7605</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Fastenal Company</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Accounting Support</td>
<td>Attn: Joe Bechtold</td>
</tr>
<tr>
<td>Email: <a href="mailto:uswirepayments@fastenal.com">uswirepayments@fastenal.com</a></td>
<td>Email: <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: P.O. Box 978</td>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Winona</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: MN</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 55987</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 507-453-8920</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax: 507-494-7585</td>
<td>Fax:</td>
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<table>
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<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
<td>Darcie Garza, CPPB</td>
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<table>
<thead>
<tr>
<th>Use for</th>
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<th>Contract Start Date</th>
<th>Contract End Date</th>
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<tbody>
<tr>
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<td>Oct 31, 2019</td>
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<tr>
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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>WEATHERHEAD BRAND HYDRAULIC FITTINGS, HOSES AND CONNECTORS</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td></td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total** $40,000.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
This contract purchase order is to furnish and deliver Weatherhead Brand Hydraulic Fittings, Hoses and Connectors for the period November 1, 2018 through October 31, 2019 per low bid #18-197-DOT.

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):
Send completed approved PO to Anthony Beavers

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
FY2018 1500 3520 52250 $3,000.00
FY2019 1500 3520 52250 $37,000.00

DT-P-0260-18  
Transportation - 10/16/18  
County Board - 10/23/18
**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: Fastenal Company</th>
<th>Vendor #: 11779</th>
<th>Contract Term: 11/1/2018 - 10/31/2019</th>
<th>Contract Total: $40,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver Weatherhead hydraulic fittings, hoses and connectors for a contract total not to exceed $40,000.00,

**Reason for Procurement**

To provide hydraulic fittings, hoses and connectors for County owned and maintained vehicles and equipment.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3520 52250
- [ ] Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-197-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- [ ] 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>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>Oct 2, 2018</td>
<td></td>
<td>10-3-18</td>
<td></td>
<td></td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-10-18</td>
<td></td>
<td>10-11-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-11-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Discount Percentage from the Eaton Weatherhead Industrial Products Suggested List Schedule W-PROV-PL001-E14 Dated June 1, 2018</td>
<td>FASTENAL COMPANY</td>
<td>LAWSON PRODUCTS, INC</td>
<td></td>
</tr>
<tr>
<td>60%</td>
<td>47%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: Contacted 1 firm - no reason given for not submitting. Will check with others and call back.

| Invitations Sent | 19 |
| Total Requesting Documents | 8 |
| Total Responses Received | 2 |
| Event Open Date | 9/28/18 1:00 P.M. |
| Attended | GV/CH |
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes within five (5) days of change, or prior to contract 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 read the above and agree to the terms of these requirements.

Authorized Signature

Printed Name: Terry Owen
Title: Executive Vice President
Date: 09/25/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
IMPACT FEE CREDIT AGREEMENT #18-01
AIRHART DEVELOPMENT, LLC
STAFFORD PLACE, WARRENVILLE
FOR USE IN CONJUNCTION WITH
DU PAGE COUNTY ORDINANCE ODT-021R-89

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between DuPage County, Illinois (hereinafter referred to as “County”) and Airhart Development, LLC (hereinafter referred to as “Applicant”); and

WHEREAS, the County has adopted the DuPage County Fair Share Impact Transportation Impact Fee Ordinance, ODT-021R-89, (hereinafter referred to as “Ordinance”); and

WHEREAS, the County allows an Applicant to obtain credits against impact fees imposed by the Ordinance or any successor version thereof for demolition of a structure related to the building of a new structure that is performed by the Applicant and that results in an appreciable decrease in vehicular traffic; and

WHEREAS, the Applicant is seeking credits for demolition of a structure in conjunction with its Stafford Place Planned Development located in Warrenville, Illinois; and

WHEREAS, the County Engineer has determined that the demolition of the previous industrial and commercial structures represents an appreciable decrease of traffic and is eligible for demolition credits and has recommended that the credits proposed by the Agreement be approved; and

WHEREAS, Section 13 of the Ordinance authorizes the Chairman of the Transportation Committee of the County Board, on behalf of the County, to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. The parties agree that the preamble has been fully incorporated by reference into the text of this Agreement as if fully set forth herein.

2. The County shall:
   Give the Applicant a credit against future impact fees for development in impact fee district 4 in the total amount of $13,323.60. Said sum represents the balance of credits due for the demolition of 47.4 units of commercial warehousing and retail upon which the Stafford Place subdivision will be constructed. The applicant is entitled to use the aforesaid credits for new structures built as part of the Stafford Place subdivision development.

3. The Applicant shall:
   a. Inform the County of any change in address. The official mailing address of the Applicant at the time of the executed Agreement is Airhart Construction Corporation, 500 E Roosevelt Road, West Chicago, IL 60185.
   b. Notify the County Impact Fee staff by letter, referencing this Agreement by number, when Applicant wishes to use the credits related to the Stafford Place development.

4. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This communication supersedes all
previous communications, representations or agreements, either verbal or written, between the parties.

5. This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and administrators of the Applicant.

6. This Agreement shall remain in full force and effect until the Ordinance has been repealed and all monies received by the County pursuant to the Ordinance have been accounted for, provided, however, that this Agreement shall remain in full force and effect if the County repeals the Ordinance and enacts a similar ordinance.

7. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

8. This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law.

9. Any person, firm or corporation that violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this Agreement shall be subject to the penalty provisions provided in Section 24 of the Ordinance and any other remedies available to the County in accordance with applicable laws.

IN WITNESS WHEREOF, the undersigned Applicant and the County have caused this Agreement to be duly executed.

RECOMMENDED FOR APPROVAL

Attent:

By: ____________________________  By: ____________________________
Christopher C. Snyder, P.E.  Theresa Bakutis
Director of Transportation/County Engineer  Transportation Coordinator
DuPage County Division of Transportation

COUNTY:

The COUNTY OF DU PAGE, a body Politic State of Illinois

COMPANY:

AIRHART CONSTRUCTION CORPORATION

By: ____________________________  By: ____________________________
Donald Puchalski, Chairman  Mark Glassman
Transportation Committee  Secretary and Treasurer
DuPage County Board  Airhart Development, LLC
Resolution

DT-R-0903-18

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF WOODRIDGE
LEASE OF SALT DOME STORAGE
(7900 SOUTH ROUTE 53)

WHEREAS, the County of DuPage (hereinafter referred to as “COUNTY”) and the Village of Woodridge (hereinafter referred to as “VILLAGE”) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, an intergovernmental agreement (hereinafter referred to as “AGREEMENT”) between the COUNTY and the VILLAGE has been prepared to allow the VILLAGE to utilize the COUNTY’s facilities to store bulk rock salt; and

WHEREAS, the AGREEMENT is attached that outlines the rights, responsibilities, and financial obligations of the COUNTY and the VILLAGE; and

WHEREAS, the AGREEMENT must be executed prior to the VILLAGE’s utilization of the salt dome.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the said Board be hereby directed and authorized to execute the above referenced AGREEMENT with the VILLAGE; and

BE IT FURTHER RESOLVED that one (1) duplicate original of this Resolution and Agreement be sent to Village of Woodridge through the Division of Transportation.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this ___ day of ____________, 2018 between the COUNTY OF DU PAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF WOODRIDGE, an Illinois municipal corporation ("Village"), with offices at 5 Plaza Drive, Woodridge, Illinois 60517. The County and the Village are hereinafter individually referred to as a “Party” and together as the “Parties”.

WITNESSETH

WHEREAS, the Illinois Constitution, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government of this State may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the Village and the County are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and,

WHEREAS, County owns certain real property located at 7900 South Route 53, Woodridge, Illinois (the "Property"), which includes a salt storage dome (“Dome”) suitable for joint use by another governmental unit along with the County; and,

WHEREAS, the Village requires a location proximate to the Village’s boundaries to store bulk rock salt (Salt); and,

WHEREAS, County is desirous of allowing the Village to utilize the Dome for salt storage, and the Village is desirous of utilizing the Dome’s storage area, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:
Section 1. Incorporations. The preambles set forth hereinabove, and the exhibits referenced throughout, are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Dome Rights. The County hereby agrees to lease to the Village, and Village hereby agrees to lease from County, that portion of the Dome to store up to two thousand (2,000) pounds of Salt. The Village is hereby authorized to use the Dome to store and/or stockpile Salt therein. The initial lease term shall commence October 1, 2018 and expire on September 30, 2022. Thereafter, the lease shall automatically renew for successive one-year periods commencing each October 1 and expiring the following September 30, unless the Parties agree to different term in writing or in the event of a termination. Following the initial lease term, either Party may terminate the lease at the conclusion of the then current term by providing the other Party with written notice of its intent to not renew at least one hundred twenty (120) days prior to the expiration of the then current term.

Section 3. Rent. Village shall pay the County rent for its lease of the Dome on an annual basis. Annual rent for the one-year period commencing October 1, 2018 and terminating on September 30, 2019 shall be in the amount of six thousand five hundred dollars and no cents ($6,500.00). The Village’s initial rent payment shall be payable to the County prior to the commencement of the initial lease term. Thereafter the annual rent for each successive one-year period shall be the previous year’s rental amount plus an additional three percent (3%) thereof, which rental rate increases shall begin for the second year of the initial lease term. Rental payment for each subsequent year shall be due on or before October 1st of each year. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

Section 4. Access. The County further grants to the Village, and the Village hereby accepts from the County, a license (“Access License”) over the area of the County’s property necessary to access the Dome, Access is depicted in Exhibit A and shall remain in effect at all times the Village leases the Dome. Said Access License is non-exclusive and shall be jointly used by the County and its contractors, vendors, guests and invitees and the Village. The Village agrees to restrict its vehicle and pedestrian ingress to and egress from the Dome to the Access Route as delineated in Exhibit A. The County reserves the right to relocate, modify and/or alter
the Access Route, with reasonable notice to the Village, provided such act does not adversely affect (e.g., unduly restrict or unreasonably delay) the Village’s ingress to or egress from the Dome.

Section 5. Material Handling. The County will perform all material handling of vendor delivered salt, loading of Village trucks, or for transfer hauling activities. The County shall utilize their staff and equipment to perform these activities. The County shall invoice the Village at the rate of one hundred fifty dollars and no cents ($150.00) per hour for material handling on a quarterly basis. Following the initial lease term, this rate shall increase by three percent (3%) annually.

The Village shall provide forty-eight (48) hour notice for any vendor deliveries or transfer hauling activities. The Village shall provide two (2) hour notice for loading of Village trucks during an active snow response when the Village’s primary salt storage location becomes depleted.

Section 6. Maintenance of Property. The County acknowledges that a portion of the annual rent paid by the Village shall compensate the County for the costs to maintain and keep in repair the Dome and Access Route, including the roadways, gates and other improvements (collectively the “Improvements”), related thereto. County shall keep said Improvements in a condition adequate and sufficient for the Village’s authorized use of the Dome and Access Route throughout the term of this Agreement.

Section 7. Insurance. The Village shall secure and maintain the following insurance coverage types and amounts, at its sole expense, and, except when prohibited by law, shall name the County as a co-insured on a primary and non-contributory basis: a) Worker’s Compensation Insurance with limits as required by the applicable statutes of the State of Illinois; and 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; and c) Commercial (Comprehensive) General Liability Insurance with a limit of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. The Commercial (Comprehensive) General Liability Insurance shall include an endorsement naming the County of DuPage, 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. The Village shall supply the County with a certificate of insurance, and all requested endorsements, prior to entering upon the Property pursuant to this Agreement. In the event any insurance required under this Agreement is cancelled, becomes non-compliant, or renewal has been refused, the Village shall take all necessary steps to purchase, maintain and provide the required insurance from an alternate provider without any gap or lapse in coverage.

Alternatively, the Village shall be a member of the Intergovernmental Risk Management Agency, and that such membership shall be deemed to meet the insurance requirements of this Section.

Section 8. Hold Harmless and Indemnification. Each Party ("Indemnitor") agrees to indemnify and hold harmless the other Party ("Indemnitee"), together with the Indemnitee’s officials, officers, servants, and employees (collectively, the “Indemnitee Class”) from any and against all liability, claims, losses, suits, actions or proceedings (administrative or legal), injuries, damages and/or expenses, or environmental remediation costs, that the Indemnitee Class, collectively or by its individual members, may incur or suffer by reason of any death, injury, loss or damage sustained to any person or property arising out of, or in consequence of, the Indemnitor’s negligent or willful misconduct, errors or omissions in its performance under this Agreement. The Indemnitee’s participation in its defense shall not remove the Indemnitor’s duty to indemnify and hold the Indemnitee harmless, as set forth above, and neither shall any indemnity as provided in this Agreement be limited by reason of the enumeration of any insurance coverage herein provided. Neither Party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.), or otherwise available to it, or the other Party, under the law. Each Party’s obligation to indemnify the other Party shall survive the termination, or expiration, of this Agreement. Without limitation of any indemnity provisions set forth above, the Village shall indemnify and hold harmless the County from all claims and costs (including, without limitation, reasonable attorneys’ fees, expert witness charges, remediation expenses) arising from or attributable to any contamination of the Property from Hazardous Materials brought onto the Property or Access License area by the Village.
Section 9. Occupancy and Surrender. The Village shall not sublet the Dome, in whole or in part, nor assign this Agreement or any part thereof, without first obtaining the written consent of the County. In its exercise of the privileges herein granted, the Village shall conduct all of its activities on the Property in a careful and proper manner, and will not commit any waste or cause damage to any area of the Property, or any of the County’s property located thereon, nor permit any nuisance upon or at the Property. The Village shall comply with all County rules, regulations and site security protocols relating to the use of the Dome and property access that may be promulgated from time to time by the Director of Transportation/County Engineer.

Section 10. Quiet Enjoyment. The County represents that it has the full right, power and authority to enter into this Agreement for the term herein granted. The County further covenants that, upon paying the rent provided for herein, and upon performing the terms and provisions of this Agreement to be performed by Village, Village will have, hold and enjoy quiet and peaceful enjoyment and possession of the Property in accordance with this Agreement.

Section 11. Breach. In the event of any breach of contract, the non-breaching Party shall give notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure a breach, or otherwise respond to the complaint of a breach, shall be deemed a material breach of this Agreement. Upon a material breach by the Village, the County may give thirty (30) day’s notice to terminate this Agreement and thereupon the Village shall vacate the Property. Upon a material breach by the County, the Village may, at its election, either: i) give thirty (30) day’s notice to terminate this Agreement and thereupon vacate the Property; or ii) obtain a pro-rata refund of its annual rental payment based on the time period of the County’s uncured breach. If this Agreement is terminated, whether by the County or by the Village, a pro-rata share of the annual rental payment shall be returned to the Village for the period of time from the Village’s vacation of the Property through the end of the then-current term of the Agreement.

Either Party’s waiver of any breach of failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or waive that Party’s right thereafter to enforce or compel strict compliance with every term and condition hereof. Neither Party shall be liable for any delay or non-performance of their obligations, including timely
curing an alleged breach, caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

Section 12. Holdover. After the expiration of this Agreement, the Village may only retain possession of the Property with the County’s written consent, in which event this Agreement shall continue in full force and effect on the same terms and conditions except it shall be on a month-to-month basis until vacated, but in no case may the Agreement continue on a month-to-month or other holdover basis for a total of more than six (6) months. Rent shall thenceforth be paid monthly (prorated for any partial month of holdover possession) at the rate equal to one hundred fifty percent (150%) of the last annual rent rate paid during the last expired term of the Agreement.

Section 13. Village Improvements. The County has not agreed to alter, remodel, repair or improve the Property, and no representation respecting the condition, suitability, zoning or other characteristic of the Property has been made by the County to the Village (or relied upon by the Village), except as may be expressly set forth in this Agreement in Section 6 or elsewhere. The Village is leasing the Property in “as is” condition.

Section 14. Agreement’s Construction. This Agreement sets forth the entire understanding of the Parties, and may only be amended, modified or terminated by a written instrument signed by both Parties unless herein otherwise provided. 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. References herein to the “Village” and “County” shall be deemed to include each Party’s respective officials, officers, employees, contractors, subcontractors, vendors, agents, guests and invitees.

Section 15. Effective Date. This Agreement shall become effective upon execution by both Parties.

Section 16. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. The venue for resolving any disputes concerning the Parties’ respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
Section 17. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. County at:

County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
Attention: Director of Transportation/County Engineer

with a copy to:

Office of the State’s Attorney
503 N. County Farm Road
Wheaton, IL 60187
Attention: Division of Transportation’s Asst. State’s Attorney

B. Village at:

Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517
Attention: Director of Public Works

with a copy to:

Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS whereof, the parties hereto have set their hands and seals as of this ____ day of ________________, 2018.

COUNTY OF DU PAGE

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds
County Clerk

VILLAGE OF WOODRIDGE

Signature on File

Cina Cunningham-Picek
Mayor

Signature on File

Joseph Kagann
Village Clerk

Signature on File
Exhibit A

DuPage County Division of Transportation

Access Route

Salt Dome

Public Works Access Road

Packet Pg. 52

Attachment: Agreement (DT-R-0903-18 : Village of Woodridge)
LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS ALONG CH 35/55TH STREET
FROM DUNHAM ROAD TO CLARENDON HILLS ROAD
SECTION 11-00302-04-CH
(ESTIMATED COUNTY COST $2,360,590.00; ESTIMATED $634,140.00 TO BE
REIMBURSED BY THE VILLAGE OF DOWNERS GROVE)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois
Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free
flow of traffic, desire to improve CH 35/55th Street, from Dunham Road to Clarendon Hills
Road, Section 11-00302-04-CH (hereinafter referred to as IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct
the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of
the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Local Public Agency Agreement for Federal Participation (hereinafter
referred to as AGREEMENT) has been prepared and is attached hereto, which outlines the
project and financial responsibilities of the parties related to construction of the
IMPROVEMENT; and

WHEREAS, the COUNTY will be the lead agency for construction engineering and will
enter into a separate agreement for said construction engineering services, subject to
reimbursement from the STATE as outlined in the attached AGREEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the
IMPROVEMENT, with an estimated total cost of construction of $8,706,440.00, of which up to
$6,345,850.00 to be funded by the STATE, resulting in an estimated total cost of construction to
the COUNTY of $2,360,590.00; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share
of the construction cost of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before construction of the
IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that
the Chairman and Clerk of the Board be hereby directed and authorized to execute the above
referenced AGREEMENT with the STATE; and
Resolution
DT-R-0906-18

BE IT FURTHER RESOLVED, that six (6) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name 55th Street (CH 35) Route FAU 1504 Length 3.27 m
Termini Dunham Road to Clarendon Hills Road

Current Jurisdiction LPA TIP Number 08-12-0004 Existing Structure No N/A

Project Description

Intersection Improvement; Resurfacing; Signal Timing Prog.

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>FHWA</th>
<th>LPA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction (STU)</td>
<td>2,879,850</td>
<td>959,950</td>
<td>3,839,800</td>
</tr>
<tr>
<td>Participating Construction (CMAQ)</td>
<td>2,746,000</td>
<td>666,500</td>
<td>3,432,500</td>
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<td>Participating Construction (HSIP)</td>
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<td>80,000</td>
<td>800,000</td>
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<td>Non-Participating Construction</td>
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<td>634,140</td>
</tr>
<tr>
<td>Construction Engineering (CMAQ)</td>
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<td>1,000,000</td>
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<tr>
<td>Railroads</td>
<td></td>
<td>(      )</td>
<td>(      )</td>
</tr>
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<td>Utilities</td>
<td></td>
<td>(      )</td>
<td>(      )</td>
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<tr>
<td>Materials</td>
<td></td>
<td>(      )</td>
<td>(      )</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,689,850</td>
<td>$3,016,590</td>
<td>$9,706,440</td>
</tr>
</tbody>
</table>

*Maximum FHWA (STU) participation 75% not to exceed $2,879,850.
**Maximum FHWA(CMAQ) participation 80% not to exceed $3,090,000.
***Maximum FHWA (HSIP) participation 90% not to exceed $720,000.

Non-participating construction include but is not limited to water main construction.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only).

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) [ ]
METHOD B--- __________ Monthly Payments of __________ due by the __________ of each successive month.
METHOD C---LPA's Share __________ Balance __________ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
THE LPA AGREES:

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or the portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements shall be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans shall be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of any offense enumerated in item (b) of this certification; and
(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all levels (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 690.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of twelve months documenting the reason and the new anticipated date of completion. The extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62784), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM/#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award of performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
In the absence of a USDOT-Approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 – Location Mag. Number 2 – LPA Appropriation Resolution

(In Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Daniel J. Cronin

Name of Official (Print or Type Name)

Chairman, DuPage County Board

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency’s TIN number is 36-6006551 conducting business as a Governmental Entity.

DUNS Number 135836026

APPROVED

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
LOCATION MAP
CH 35/55th Street from Dunham Road to Clarendon Hills Road
Section No. 11-00302-04-CH
Ordinance
DT-O-0040-17

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU Page AND THE VILLAGE OF DOWNERS GROVE FOR IMPROVEMENTS ALONG CH 35/55TH STREET FROM DUNHAM ROAD TO CLARENDON HILLS ROAD

SECTION NO. 11-00302-04-CH

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-0018-12 on June 12, 2012 for an Intergovernmental Agreement (hereinafter referred to as IGA) between the County of DuPage and the Village of Downers Grove for improvements along CH 35/55th Street from Dunham Road to Clarendon Hills Road, Section No. 11-00302-04-CH; and

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Downers Grove (hereinafter referred to as VILLAGE) desire to amend said IGA to update project costs and other project related responsibilities and for the COUNTY to obtain necessary temporary construction easements and right of way over a portion of the VILLAGE'S property necessary for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of “An Act in Relation to the Transfer of Interests in Real Estate by Units of Local Governments or School Districts,” 50 ILCS 605/1(c) (hereinafter referred to as TRANSFER ACT); and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee must first declare by ordinance “that it is necessary or convenient for it to use, occupy or improve” the real estate held by the transferor municipality; and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the public interest and welfare to acquire and use said temporary construction easements and right of way, currently held by the VILLAGE and depicted in the First Amendment to the Intergovernmental Agreement for the PROJECT; and

WHEREAS, the parties are authorized to enter into the attached First Amendment to the Intergovernmental Agreement pursuant to the authority granted in Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and the TRANSFER ACT.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED that the COUNTY hereby declares that “it is necessary or convenient for it to use, occupy or improve” property owned by the VILLAGE as referenced in the attached First Amendment to the Intergovernmental Agreement; and
Orclinance
DT-O-0040-17

BE IT FURTHER RESOLVED that the Chairman is hereby authorized and directed to
sign on behalf of the COUNTY, and the Clerk is hereby authorized to attest thereto, the First
Amendment to the Intergovernmental Agreement entitled “FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF DOWNERS GROVE FOR IMPROVEMENTS ALONG CH 35/55TH
STREET FROM DUNHAM ROAD TO CLARENDON HILLS ROAD, SECTION NO. 11-
00302-04-CH.”; and

BE IT FURTHER RESOLVED that the Director of Transportation/County Engineer or
his designee is hereby authorized to execute any other documents necessary and pertinent to said
First Amendment to the Intergovernmental Agreement and shall take such action as may be
necessary to carry out the terms of said First Amendment to the Intergovernmental Agreement;
and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit one duplicate
original of this authorizing Ordinance and First Amendment to the Intergovernmental Agreement
to the Village of Downers Grove, by and through the Division of Transportation.

Enacted and approved this 12th day of September 2017.

Signature on File

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Signature on File

Attest: PAUL HINDS, COUNTY CLERK

Ayes: 16
Absent: 2
FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF DOWNERS GROVE
FOR IMPROVEMENTS ALONG CH 35/55TH STREET
FROM DUNHAM ROAD TO CLARENDON HILLS ROAD
SECTION 11-00302-04-CH

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF DOWNERS
GROVE, CH 35/55TH STREET (DUNHAM ROAD TO CLARENDON HILLS ROAD),
SECTION 11-00302-04-CH dated June 12, 2012 (hereinafter referred to as the “FIRST AMENDMENT”), is entered into this 12th day of September, 2017, between the County of DuPage (hereinafter referred to as the “COUNTY”), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois, and the Village of Downers Grove (hereinafter referred to as “VILLAGE”), a municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois. The COUNTY and the VILLAGE are sometimes hereinafter individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement Between the County of DuPage and the Village of Downers Grove for CH 35/55th Street (Dunham Road to Clarendon Hills Road), Section 11-00302-04-CH dated June 12, 2012, (hereinafter referred to as “AGREEMENT”); and

WHEREAS, the VILLAGE has subsequently asked the COUNTY to incorporate watermain improvements (hereinafter referred to as “WORK”) as part of the improvement known as Section 11-00302-04-CH (hereinafter referred to as “PROJECT”); and

WHEREAS, the AGREEMENT must be amended to include the VILLAGE’S request to incorporate the WORK and revise and update the estimated PROJECT costs as well as other PROJECT related responsibilities subsequent to the AGREEMENT; and

WHEREAS, the COUNTY is willing to incorporate the WORK; and

WHEREAS, the COUNTY and VILLAGE are empowered to enter into this FIRST AMENDMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.,

WHEREAS, the COUNTY has determined that the acquisition of right-of-way and temporary construction easements from the VILLAGE are required for the PROJECT as previously referenced in the AGREEMENT at no cost to the COUNTY; and

WHEREAS, the COUNTY has determined that the acquisition of property, including land in fee and temporary construction easements (LAND ACQUISITION), is necessary and required for this PROJECT and the COUNTY has, by Ordinance (DT-0040-17), declared the need for said LAND ACQUISITION.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 AMENDMENT

2.1 That the WORK to be added to the PROJECT shall include, but is not limited to, the addition of watermain and valve replacements along 55th Street from Main Street to Florence Avenue, and other necessary and appurtenant work associated with the WORK.

2.2 The parties agree that this FIRST AMENDMENT shall serve in lieu of a separate DuPage County Division of Transportation permit for the VILLAGE’s WORK. By execution of this FIRST AMENDMENT, the CITY agrees to be bound by the Highway Permit Conditions, attached hereto as Exhibit D and made a part hereof, and the DuPage County Highway Rights-of-Way Permit and Fee Ordinance (ODT-0001A-06) incorporated herein by reference and amended from time to time including all insurance requirements as they exist on the date of the execution of this FIRST AMENDMENT by the COUNTY.

2.3 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above
the VILLAGE property within the boundaries of the PROJECT and the WORK for the purpose of constructing the PROJECT and the WORK. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY’s work. Upon completion of the PROJECT and the WORK, the right-of-entry shall terminate.

2.4 Both the COUNTY and VILLAGE agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the WORK and any problems encountered or changes recommended.

2.5 The COUNTY has submitted the Pre-final Plans and Specifications for the PROJECT, including the WORK, to the VILLAGE for review. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the VILLAGE.

2.6 The VILLAGE agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing VILLAGE rights-of-way, and on proposed VILLAGE rights-of-way which are outside areas of COUNTY jurisdiction, which are in conflict with the PROJECT at no expense to the COUNTY.

2.7 The sign at the Fire Station at the northwest corner of 55th Street and Main Street is required to be relocated as part of the PROJECT. The sign will be relocated by the VILLAGE. The COUNTY agrees to credit the VILLAGE for the relocation of the sign at the Fire Station based on revised Exhibit A attached hereto and made a part hereof.

2.8 Simultaneously with the approval of this AMENDMENT, the VILLAGE shall grant to the COUNTY, at no cost to the COUNTY as referenced in the AGREEMENT, temporary construction easements attached hereto as Exhibit B and execute a Quit Claim Deed for right-of-way acquisition of VILLAGE owned property attached hereto as Exhibit C and incorporated herein.
2.9 The VILLAGE agrees to work collaboratively with the COUNTY to acquire property and/or easements from VILLAGE residents for the PROJECT.

2.10 The VILLAGE agrees to reimburse the COUNTY the actual cost for design engineering for the WORK which is estimated to be $26,047.80 within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

2.11 The VILLAGE agrees to reimburse the COUNTY one hundred (100%) percent of the actual construction costs for the WORK, estimated to be $678,722.00, and acknowledges that said WORK is not federally eligible for reimbursement. The COUNTY will not invoice the VILLAGE an amount above the estimate referenced in this paragraph and the additional construction engineering as referenced in paragraph 2.12 herein ($746,594.00) until written approval is given by the VILLAGE.

2.12 The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the WORK for construction engineering.

2.13 The VILLAGE agrees to pay the COUNTY ninety (90%) percent of the estimated WORK cost upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY for the balance of the WORK cost and its share of construction engineering as referenced hereinabove within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

2.14 The COUNTY is relocating the VILLAGE’s traffic signal at the Fire Station on Main Street as a PROJECT cost to the COUNTY. The VILLAGE acknowledges that upon completion of said relocation, the VILLAGE shall continue to own, operate and maintain said signal and shall provide and pay for all costs associated with the future routine maintenance of said signal.
2.15 The VILLAGE agrees that it will be responsible for all maintenance of that part of the PROJECT and/or WORK owned or under the jurisdiction of the VILLAGE and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY.

2.16 It is mutually agreed by and between the parties hereto that all covenants contained in the AGREEMENT which are not in conflict with this FIRST AMENDMENT shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU-PAGE

Signature on File

Daniel J. Cronin, Chairman
DuPage County Board

VILLAGE OF DOWNERS GROVE

Signature on File

Martin T. Tully
Village of Downers Grove

ATTEST

Signature on File

Paul Hinds
County Clerk

ATTEST:

Signature on File

April Holden
Village Clerk
CH 35/55TH STREET
(DUNHAM ROAD TO CLARENDON HILLS ROAD)
REVISED EXHIBIT A
ESTIMATED PROJECT COSTS AND FUNDING

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ESTIMATED TOTAL AMOUNT</th>
<th>CMAQ FUNDING (County Secured)</th>
<th>STP FUNDING (Village Secured)</th>
<th>HSIP FUNDING</th>
<th>COUNTY COST</th>
<th>VILLAGE COST</th>
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</thead>
<tbody>
<tr>
<td>Phase I (preliminary engineering) (actual)</td>
<td>$216,463.00</td>
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<td></td>
<td></td>
<td>$168,463.00</td>
<td>$48,000.00</td>
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<td>Phase II (design engineering)</td>
<td>$818,000.00</td>
<td>366,000.00</td>
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<td>$452,000.00</td>
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<td>Land Acquisition</td>
<td>$1,081,000.00</td>
<td>$745,000.00</td>
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<td>$336,000.00</td>
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<tr>
<td>Construction (excluding Village Watermain)</td>
<td>$7,717,935.00</td>
<td>$2,746,000.00</td>
<td>$2,138,975.00</td>
<td>$720,000.00</td>
<td>$2,112,960.00</td>
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<td>Construction Engineering (excluding Village Watermain)</td>
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<td>$406,000.00</td>
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<td>Village Watermain construction estimate, 100%</td>
<td>$678,722.00</td>
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<td></td>
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<td>$678,722.00</td>
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<tr>
<td>Village Watermain, construction engineering</td>
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<tr>
<td>estimated at 10% of Watermain construction cost</td>
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<td>$67,872.00</td>
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<tr>
<td>Village Watermain design cost, 100% Village cost</td>
<td>$26,047.90</td>
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<tr>
<td>(actual)</td>
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<td></td>
<td></td>
<td></td>
<td>$26,047.80</td>
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<tr>
<td>Village Credit for relocation of sign at Fire Station on Main Street (agreed to amount)</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($10,000.00)</td>
</tr>
</tbody>
</table>

$11,356,039.80 $4,201,000.00 $2,138,975.00 $720,000.00 $3,485,423.00 $810,641.80

*Village shall donate any right-of-way or easements as may be required from Village owned property at no cost to the PROJECT/COUNTY.
QUIT-CLAIM DEED
(Municipality to County)

MAIL TO:
County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

NAME AND ADDRESS OF TAXPAYER:
County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

GRANTOR(S), Village of Downers Grove an Illinois municipal corporation, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN AND NO/100 dollars ($10.00), and other valuable consideration in hand paid, CONVEYS and QUIT-CLAIMS to

GRANTEE(S), the County of DuPage, an Illinois body corporate and politic, the following described Real Estate situated in the County of DuPage, in the State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF.

Subject to general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

Permanent Real Estate Index Number: 09-08-320-026 and 09-08-418-043

Address of Real Estate: 55th Street and Main Street, Downers Grove, IL 60515 (Vacant Land)

DATED this 16th day of August, 2017

Village of Downers Grove

Attest: Signature on File

EXHIBIT "B"
State of Illinois
) SS
County of DuPage
)

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that Enza Petrera, personally known to me to be the Village Attorney of the Village of Downers Grove, an Illinois municipal corporation, and April Holder, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Attorney and Clerk they signed, sealed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said municipal corporation as authorized by an Intergovernmental Agreement dated JUNE 12, 2012 (County Resolution DT-0018-12), as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of August 2017.

Commission expires March 6, 2018

Notary Public

EXEMPT UNDER PROVISIONS OF THE REAL ESTATE TRANSFER TAX LAW, 35 ILCS 200/31-45(b)

Date:

Signature of Buyer, Seller or Representative

EXHIBIT "B"
Page 2 Of 4

Signature on File

Signature on File
Route: 55th Street  
Section: 11-00302-04-CH  
County: DuPage  
Job No.: R-91-007-15  
Parcel No.: 0004  
Station: 34+66.56 to 37+57.90 (55th St)  
Station: 200+46.61 to 203+48.46 Main St  
P.I.N: 09-08-320-026

Parcel 0004

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

That part of Downers Grove Fire Station No. 2 Consolidation Plat recorded June 28, 2007 as Document Number R2007-120828, being a consolidation of Lots 1,2,3,4 and 5 in Branigar Brother’s Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor’s Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian; Beginning at the Southeast corner of Lot one in said Downers Grove Fire Station No. 2 Consolidation; thence South 87 degrees 53 minutes 55 seconds West on the South line of said Lot one, 290.84 feet to the Southwest corner of said Lot one; thence North 01 degrees 35 minutes 36 seconds West on the East line of said Lot one, 5.00 feet; thence North 87 degrees 53 minutes 55 seconds East, 245.20 feet; thence North 49 degrees 16 minutes 41 seconds East, 42.82 feet; thence North 14 degrees 54 minutes 04 seconds West, 182.79 feet; thence North 75 degrees 24 minutes 44 seconds East, 3.00 feet; thence North 14 degrees 35 minutes 16 seconds West, 85.46 feet to the North line of said Lot 1 and the South line of Summit Street; thence North 08 degrees 23 minutes 44 seconds East, 3.08 feet to the Northeast corner of Lot 1 in said Downers Grove Fire Station No. 2 Consolidation; thence South 14 degrees 35 minutes 16 seconds East, 301.15 feet to the Point of Beginning;

Said parcel contains 0.078 acre, more or less.
Parcel 0034

That part of the Southeast quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

Being a part of Lot 25 (except the East 200.0 feet thereof), according to the Plat of Highland Acres, recorded July 22, 1912 as Document Number 108797; Beginning at the Southwest corner of said Lot 25; thence North 01 degrees 42 minutes 02 seconds West on the West line of said lot, 6.00 feet; thence North 88 degrees 19 minutes 58 seconds East, 96.25 feet to the West line of the East 200.0 feet of said Lot 25; thence South 01 degrees 37 minutes 55 seconds East on said West line of the East 200.0 feet, 6.00 feet to the South line of said Lot 25; thence South 88 degrees 19 minutes 58 seconds West, 96.25 feet to the Point of Beginning;

Said parcel contains 0.013 acre, more or less.
**GRANT OF TEMPORARY EASEMENTS**

THIS INDENTURE WITNESSETH, That the Grantor, Village of Downers Grove, for and in consideration of Ten ($10.00) Dollars, hereby represents that it owns the fee simple title to and grants the temporary right, easement and privilege to enter upon the following described land unto the County of DuPage, State of Illinois, Grantee, for the use of the County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose of path construction and grading.

This easement shall be in effect for a period of two (2) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later.

Said construction work to be completed as specified in the plans as prepared by said County Division of Transportation.

Said construction work to be done in a quality workmanlike manner and at the expense of the DuPage County Division of Transportation.

It is also agreed that the premises will be left in a neat and presentable condition.
P.I.N.
09-08-320-026 and 09-08-418-043

Parcel 4TE-A
Parcel 4TE-B
Parcel 34TE

Street Address
55th Street and Main Street
Downers Grove, Illinois 60515

Section
11-00302-04-CH

CH #35
55th Street Intersection

Section

FOR RECORDER’S USE ONLY

GRANT OF TEMPORARY EASEMENT

Dated this 16th day of August, A.D., 2017.

VILLAGE OF DOWNERS GROVE

Signature on File

By:

Title: Village Attorney

Signature on File

Attest:

Title: Village Clerk

STATE OF ILLINOIS )
COUNTY OF DU PAGE ) SS

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that Enzo Petrace, personally known to me to be the Village Attorney of the

(COUNTY APPROVED FORM AS OF 12-7-16) -2-
Village of Downers Grove Illinois and ______________________ personally known to me to be the
Village Clerk of the Village of Downers Grove who are personally known to me to be same
persons whose names are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such Village Attorney and Village Clerk, they
signed and delivered said instrument pursuant to the authority given by the Downers Grove Village
Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as
authorized by Resolution and as set forth in an Intergovernmental Agreement dated
August 8, 2017, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of August, 2017.

Commission expires March 6, 2018

__________________________________________
Notary Public

Mail To:
THIS DOCUMENT HAS BEEN PREPARED BY:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

EXHIBIT "C"
NON-RESIDENTIAL - MUNICIPALITIES
Page 3 Of 6
Route : 55th Street
Section : 11-00302-04-CH
County : DuPage
Job No. : R-91-007-15
Parcel No. : 0004TE-A
Station : 34+66.56 (55th St)
Station : 202+60 (Main St)
P.I.N : 09-08-320-026

Parcel 0004TE-A

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

That part of Downers Grove Fire Station No. 2 Consolidation Plat recorded June 28, 2007 as Document Number R2007-120828, being a consolidation of Lots 1, 2, 3, 4 and 5 in Branigar Brother's Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor's Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian; Commencing at the Southwest corner of Lot one in said Downers Grove Fire Station No. 2 Consolidation; thence North 01 degrees 35 minutes 36 seconds West on the West line of said Lot 1, a distance of 5.00 feet to the Point of Beginning; thence continuing North 01 degrees 35 minutes 36 seconds West on said West line, 0.54 feet; thence North 88 degrees 21 minutes 42 seconds East, 12.44 feet; thence North 01 degrees 38 minutes 18 seconds West, 6.00 feet; thence North 88 degrees 21 minutes 42 seconds East, 56.00 feet; thence South 01 degrees 38 minutes 18 seconds East, 4.00 feet, thence North 88 degrees 21 minutes 42 seconds East, 135.00 feet, thence North 01 degrees 36 minutes 18 seconds West, 4.00 feet; thence North 88 degrees 21 minutes 42 seconds East, 43.00 feet; thence North 48 degrees 42 minutes 50 seconds East, 36.04 feet; thence North 14 degrees 35 minutes 16 seconds West, 78.29 feet; thence South 75 degrees 24 minutes 44 seconds West, 14.00 feet; thence North 14 degrees 35 minutes 16 seconds West, 100.00 feet; thence North 75 degrees 24 minutes 44 seconds East, 17.02 feet; thence South 14 degrees 54 minutes 04 seconds East, 179.79 feet; thence South 49 degrees 16 minutes 41 seconds West, 42.92 feet; thence South 87 degrees 53 minutes 55 seconds West, 245.20 feet to the Point of Beginning;

Said parcel contains 0.066 acre, more or less.
Parcel 0004TE-B

That part of the Southwest quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

That part of Downers Grove Fire Station No. 2 Consolidation Plat recorded June 28, 2007 as Document Number R2007-120828, being a consolidation of Lots 1, 2, 3, 4 and 5 in Branigar Brother’s Main Street Addition to Downers Grove, a subdivision of part of Lot 30 in Assessor’s Division of Sections 7 and 8, Township 38 North, Range 11, East of the Third Principal Meridian; Commencing at the Northeast corner of Lot one in said Downers Grove Fire Station No. 2 Consolidation; Thence South 88 degrees 23 minutes 44 seconds West on the North line of said Lot one, 3.08 feet to the Point of Beginning; thence South 14 degrees 35 minutes 16 second East, 85.46 feet; thence South 75 degrees 24 minutes 44 seconds West, 4.00 feet; thence North 14 degrees 35 minutes 16 seconds West, 86.38 feet to the North line of said Lot one; thence North 88 degrees 23 minutes 44 seconds East, 4.10 feet to the Point of Beginning;

Said parcel contains 0.008 acre, more or less, or 344 square feet, more or less.
Parcel 0034TE

That part of the Southeast quarter of Section 8, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999750, described as follows:

Being a part of Lot 25 (except the East 200.0 feet thereof), according to the Plat of Highland Acres, recorded July 22, 1912 as Document Number 108797; Commencing at the Southwest corner of said Lot 25; thence North 01 degrees 42 minutes 02 seconds West on the West line of said lot, 6.00 feet to the Point of Beginning; thence continuing North 01 degrees 42 minutes 02 seconds West on said West line, 1.00 feet; thence North 88 degrees 19 minutes 58 seconds East, 96.26 feet to the West line of the East 200.0 feet of said Lot 25; thence South 01 degrees 37 minutes 55 seconds East, on said West line of the East 200.0 feet, 1.0 feet; thence South 88 degrees 19 minutes 58 seconds West, 96.25 feet to the Point of Beginning;

Said parcel contains 0.002 acre, more or less, or 97 square feet, more or less.
DIVISION OF TRANSPORTATION

(630) 407-6000

FACSIMILE (630) 407-6901

ATTACHMENTS TO PERMIT

1. Equipment and materials shall NOT be stored within the County's rights-of-way.
2. Existing sidewalk, curb/gutter and pavement disturbed or damaged due to the permitted work shall be replaced in kind as directed by the County Engineer, the duly authorized assign.
3. Pavement, curb/gutter and storm structures shall be maintained free of mud/debris at all times.
4. The Permittee, it's agent, successor, assign, and/or contractor shall furnish all material, labor, and pay all costs required to restore said County rights-of-way to a condition similar or equal to the conditions that existed before the commencement of the described work. It shall be the responsibility of the Permittee to properly grade, install a min. of 6" topsoil and seed (with erosion control blanket or hydro seeding) or sod (salt tolerant and staked in place) any portions of the rights-of-way disturbed during the described work.
5. Construction and erosion control measures shall comply with the minimum requirements of the "DuPage County Stormwater and Floodplain Ordinance" and any supplemental specifications made thereunto.
6. The permitted improvements shall be located and constructed per the DuPage County standards and to the satisfaction of DuPage County Division of Transportation. The material used and method of construction shall comply with and conform to IDOT's "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition).
7. The Permittee, it's agent, successor, assign, and/or contractor agrees to provide traffic control with advance warning signs, an arrow board and barricades conforming to the FHWA's "Manual on Uniform Traffic Control Devices" and IDOT's Highway Standards, "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition) or as specified. The Permittee, it’s agent, successor, assign, and/or contractor agrees to provide controlled flow of traffic at all times by approved detour or flag persons (with applicable warning signage) to minimize the inconvenience to traffic. Daily lane closures of County roadways are permitted Monday through Friday between 9:00 a.m. and 4:00 p.m. ONLY.
8. The Permittee, it's agent, successor, assign, and/or contractor assumes all risk and liability and agrees to defend, indemnify, and hold harmless the County of DuPage, its successors, assigns or employees, for any injury incurred to persons and/or damage to property in conjunction with and/or due to the permitted work/event.
9. The Permittee, it's agent, successor, assign, and/or contractor shall not trim, remove, or in any way disturb trees or shrubs along and/or within the highway or trail system rights-of-way without prior written approval by or from the DuPage County Division of Transportation.
10. The Permittee, it's agent, successor, assign, and/or contractor shall properly maintain all existing regulatory, warning and/or informational traffic control signage and/or devices along or within the DuPage County rights-of-way within the limits of the work covered under the permit and for the duration of said event permitted work/event. The DuPage County Division of Transportation shall be notified prior to construction and/or potential conflicts with existing signage due to the permitted construction. The Permittee, it’s agent, successor, assign, and/or contractor shall reimburse the DuPage County Highway Maintenance Dept. for any relocation and/or replacement of, due to conflicts with and/or damage to, said signage, posts and/or equipment.
11. DuPage County reserves the right to make changes, additions and/or repairs to and relocations of, within its statutory limits, the facilities and/or their appurtenances constructed under this permit within the County rights-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening and/or maintaining of the highway, trail and/or path and/or to provide proper protection to life and property on or adjacent to the County rights-of-way. However, in the event this permit is granted to construct, locate, operate and/or maintain facilities on and/or within the County rights-of-way, the Permittee, it's agent, successor, assign, and/or contractor upon written notification from the County Engineer to the Permittee, shall perform such alterations or change of location of the facilities, solely at the permittee’s cost as far as statutory authority dictates, without expense to DuPage County. Should the Permittee fail to make satisfactory arrangements to comply with said request within a reasonable time, DuPage County reserves the right to make such alterations to, change of location of and/or remove the facilities, and the Permittee, furthermore, shall pay for any costs incurred by DuPage County for said work.
12. The Permittee, it's agent, successor, assign, and/or contractor shall notify the DuPage County Division of Transportation a minimum of 48 hours prior to the start of construction, to arrange for any inspections and at the completion of the described work according to County procedures and/or policy.
13. The Permittee, it's agent, successor, assign and/or contractor shall contact J.U.L.E. (800)892-0123 for utility locations including storm sewer, traffic signals, conduit and related equipment, a minimum of 48 hours prior to the start of construction.
14. The Permittee, it’s agent, successor, assign, and/or contractor agrees to reimburse the County for any costs incurred by DuPage County for any repair, relocation and/or adjustment to the traffic signals or related equipment that is in conflict with or is damaged due to the permitted work. All construction shall be coordinated with the County's Signal Coordinator. Contact the Division of Transportation with any questions pertaining to traffic signal related equipment at (630) 407-6900 a minimum of 48 hours prior to the start of construction to coordinate inspections.
15. The Permittee, it's agent, successor, assign, and/or contractor is required to contact the local agencies (including, but not limited to, municipal fire and police departments and the DuPage County Sheriff's Department) notifying them of all roadway construction or special event and traffic restrictions and/or temporary detours a minimum of 72 hours prior to the start of said construction/event.
ATTACHMENTS TO PERMIT

Trench backfill for any excavation(s) shall be installed within the County rights-of-way per the attached County standard.

Open cutting of the roadway pavement is NOT permitted without the express written permission of the County Engineer or the duly authorized assign.

LANE CLOSURES ARE NOT PERMITTED ON COUNTY ROADWAYS DURING SNOWFALL OR WITHIN 2 HOURS PRIOR TO PREDICTED SNOWFALL OR PRECIPITATION CONDITIONS BETWEEN NOVEMBER 15 AND APRIL 15 FOR MAINTENANCE OF THE ROADWAY PAVEMENT BY COUNTY HIGHWAY MAINTENANCE DEPARTMENT STAFF AND EQUIPMENT.

The Permittee, it's agent, successor, assign, and/or contractor agrees to provide as-built 'Record Drawings' of all improvements within and 100' adjacent to the County's rights-of-way to the County in a digital format (compatible with the County's AutoCAD system) upon their completion.

The Permittee, it's agent, successor, assign, and/or contractor agrees to assume sole responsibility for the maintenance of and liability for the permitted installation/construction.

The Permittee, it's agent, successor, assign, and/or contractor agrees to adjust, modify, relocate or remove the permitted items within sixty- (60) days of receipt of written notification as directed by the County to the Permittee.

*This permit is perpetual and thus the conditions stated herein and attached to the permit are without expiration, regardless of release of the bond posted and/or permit and/or acceptance of the construction/installation as permitted.
DUPAGE COUNTY DIVISION OF TRANSPORTATION
TRENCH BACKFILL STANDARD IN NON-PAVED AREAS
(PARKWAYS, ETC.)

Back of curb or edge of walk/pavement

Minimum 6" topsoil and seed or sod (as directed)

Compacted suitable materials (approved by engineer)

Undisturbed earth

Pipe

Compacted granular trench backfill (FA-6/FA-7 sand or CA-6 limestone aggregate)

Compacted granular bedding material (Approved by engineer)
RESOLUTION

DT-0018-12

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF DOWNERS GROVE
FOR IMPROVEMENTS ALONG CH 35/55TH STREET
FROM DUNHAM ROAD TO CLARENDON HILLS ROAD
SECTION 11-00302-04-CH
($48,000.00 TO BE REIMBURSED BY THE VILLAGE OF DOWNERS GROVE)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Downers Grove (hereinafter referred to as VILLAGE) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et. seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY and VILLAGE are desirous of constructing certain improvements along CH 35/55th Street, from Dunham Road to Clarendon Hills Road, Section 11-00302-04-CH (hereinafter referred to as PROJECT); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the VILLAGE related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed prior to starting engineering work on the PROJECT.
NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chairman and Clerk are hereby authorized and directed to execute the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that one (1) original copy of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 12th day of June, 2012 at Wheaton, Illinois.

Signature on File

Daniel J. Cronin, Chairman
DuPage County Board
Signature on File

ATTEST:
Gary A. King, County Clerk
Signature on File

Ayes: 12
Absent: 6
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
COUNTY OF DU PAGE AND THE VILLAGE OF DOWNERS GROVE
FOR
CH 35/55th STREET
(DUNHAM ROAD TO CLARENDON HILLS ROAD)
SECTION 11-00302-04-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 12th day of June, 2012, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Downers Grove (hereinafter referred to as the "VILLAGE"), a municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the VILLAGE in order to facilitate the free flow of traffic and to ensure the safety of the public desire to improve CH 35/55th Street from Dunham Road to Clarendon Hills Road, County Section 11-00302-04-CH (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the development and construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the motoring public; and

WHEREAS, the parties desire to formally establish their mutual responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

1.1. All recitals set forth above are incorporated herein and made part hereof, 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 PROJECT

2.1. The scope of the PROJECT includes, but is not limited to, intersection improvements at 55th Street and Main Street and 55th Street at Fairview Avenue, resurfacing 55th Street from Dunham Road to Williams Street, signal interconnection from Dunham Road to Clarendon Hills Road, and other necessary and appurtenant work.

2.2. The total PROJECT cost, including engineering, land acquisition, construction and construction engineering is estimated to be $5,350,000.00.

2.3. The COUNTY has secured federal CMAQ funding in the amount of $2,168,000.00 towards engineering, land acquisition and construction costs for the 55th Street at Main Street intersection improvements and traffic signal interconnect.

2.4. The VILLAGE has secured federal STP funding in the amount of $630,000.00 toward construction costs for the 55th Street at Fairview Avenue intersection improvements.

2.5. The estimated PROJECT costs, funding and participation are as identified on Exhibit A attached hereto and made a part hereof.
3.0 RESPONSIBILITIES OF THE PARTIES

3.1. The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.

3.2. Although the County will award, enter into, finance and administer the engineering contract with the consultant, subject to VILLAGE reimbursement noted herein, the VILLAGE shall be the lead agency and direct the consultant for Phase I (preliminary) engineering.

3.3. The COUNTY shall be the lead agency and fund Phase II (design) engineering, land acquisition (including title and survey work and document preparation), permit processing, utility coordination, construction engineering and construction for the PROJECT, except as noted herein below.

3.4. The VILLAGE shall donate right-of-way or easements from VILLAGE owned property required for the PROJECT at no cost to the COUNTY via quit-claim deed(s).

3.5. The VILLAGE shall waive any permit fees required for the PROJECT.

3.6. The VILLAGE shall be responsible for any additional work items requested by the VILLAGE, including engineering, land acquisition and construction costs, and shall be the subject of an amendment to this AGREEMENT.

3.7. The estimated cost for Phase I engineering of the PROJECT is $240,000.00. The VILLAGE shall reimburse the COUNTY $48,000.00 (20%) as its share of Phase I engineering costs.

3.8. The COUNTY shall invoice the VILLAGE for the VILLAGE’s share of Phase I engineering as follows: 50% upon award of the Phase I engineering contract and the balance upon completion of Phase I engineering. Said invoices shall be paid by the VILLAGE within sixty (60) days of receipt of said invoice from the COUNTY.
4.0 MAINTENANCE

4.1. The VILLAGE shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the VILLAGE and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY.

4.2. The COUNTY shall continue to own, operate and maintain the traffic signals at 55th Street and Main Street and 55th Street and Fairview Avenue including the right to control and regulate the sequence, phasing and timing of said traffic signals.

4.3. The VILLAGE shall continue to pay the energy costs for the traffic signals at 55th Street and Main Street and at 55th Street and Fairview Avenue and shall be billed directly by the energy provider.

4.4. The COUNTY shall continue to be responsible for maintenance of all pavement markings on 55th Street and on Main Street, south of 55th Street.

4.5. The VILLAGE shall continue to be responsible for maintenance of all pavement markings on Main Street, north of the edge of pavement of 55th Street, on Fairview Avenue and on side streets intersecting with 55th Street.

5.0 FUTURE MODERNIZATION/RECONSTRUCTION

5.1. If, in the future, the COUNTY improves 55th Street which results in the need to modernize or reconstruct the traffic signals at 55th Street and Main Street and/or 55th Street and Fairview Avenue and/or if it is determined that these signal(s) require modernization or reconstruction due to age, condition, etc., the parties hereby agree to share the cost of the improvement to the signals in proportion to the number of approaches to the intersection maintained by the respective parties.
6.0 INDEMNIFICATION

6.1. The COUNTY shall indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
6.2.1 The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE’s or any successor’s or assign’s authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through the COUNTY, or in the event of change in the laws of the State of Illinois governing the VILLAGE’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 6.1, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’s participation in its defense shall not remove VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

6.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.

6.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’s and COUNTY’s indemnification under Section 6.0 hereof
shall survive the termination of this AGREEMENT with respect to each party's own negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.0 GENERAL

7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

7.2. Both the COUNTY and the VILLAGE reserve the right to review reports, geometry, plans, specifications, etc. for the PROJECT.

7.3. In the event of a dispute between the COUNTY and the VILLAGE with respect to carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the Village Manager of the VILLAGE or his designee shall meet and attempt to resolve the issue.

7.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party to the PROJECT.

7.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

7.6. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within five (5) years subsequent to the execution of this AGREEMENT.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and
supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

David Fieldman
Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
Phone: 630.434.5500
Facsimile: 630.434.5571

Christopher C. Snyder, P.E.
County Engineer
DuPage County
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Phone: 630.407.6900
Facsimile: 630-407-6901

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 ASSIGNMENT

11.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
12.0 GOVERNING LAW

12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

12.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.

13.0 SEVERABILITY

13.1 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.

14.0 FORCE MAJEURE

14.1 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.

The parties set their hands and seals here.

Daniel J. Cronin, Chairman
DuPage County Board

Martin T. Tully, Mayor
Village of Downers Grove

Gary A. King
County Clerk

April K. Holden
Village Clerk

Signature on File

Signature on File

Signature on File

Signature on File
CH 35/55th STREET  
(DUNHAM ROAD TO CLARENDON HILLS ROAD)  

EXHIBIT A  
ESTIMATED PROJECT COSTS AND FUNDING  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ESTIMATED TOTAL AMOUNT</th>
<th>CMAQ FUNDING (County Secured)</th>
<th>STP FUNDING (Village Secured)</th>
<th>COUNTY COST</th>
<th>VILLAGE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I (preliminary engineering)</td>
<td>$240,000.00</td>
<td>$52,000.00</td>
<td></td>
<td>$140,000.00</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>Phase II (design engineering)</td>
<td>$540,000.00</td>
<td>$184,000.00</td>
<td></td>
<td>$356,000.00</td>
<td>$0</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>$255,000.00</td>
<td>$148,000.00</td>
<td></td>
<td>$107,000.00</td>
<td>*</td>
</tr>
<tr>
<td>Construction (Including Construction Engineering)</td>
<td>$4,315,000.00</td>
<td>$1,784,000.00</td>
<td>$630,000.00</td>
<td>$1,901,000.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST:</td>
<td>$5,350,000.00</td>
<td>$2,168,000.00</td>
<td>$630,000.00</td>
<td>$2,504,000.00</td>
<td>$48,000.00</td>
</tr>
</tbody>
</table>

*Village shall donate any right-of-way or easements as may be required from Village owned property at no cost to the PROJECT/COUNTY.
WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0008-15 on May 26, 2015; and

WHEREAS, Contract 1114 SERV was awarded to K-Plus Engineering, LLC to provide Professional Design Engineering Services for improvements along CH 23/Gary Avenue, from the Great Western Trail to Army Trail Road, Section 11-00237-11-BT; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is $270,843.40; and

WHEREAS, during design, it was determined that right-of-way needed to be secured from additional parcels than originally identified in the preliminary engineering phase; and

WHEREAS, additional survey work and plats and legals will need to be completed for the additional parcels; and

WHEREAS, the Transportation Committee recommends a change order to extend the contract completion date through November 30, 2019 and to increase the contract in the amount of $30,000.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0008-15, issued to K-Plus Engineering, LLC, to extend the contract completion date through November 30, 2019 and to increase the funding in the amount of $30,000.00, resulting in an amended contract total amount of $300,843.40, an increase of 11.08%.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1114</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department:</th>
<th>Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: K-Plus Engineering</td>
<td>Vendor #: 22558</td>
<td>Dept Contact:</td>
<td>Paul Krueger</td>
<td></td>
</tr>
</tbody>
</table>

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

CH 23/Gary Avenue, Great Western Trail to Army Trail Road, Section 11-00237-11-BT  
Change order to increase the contract total amount by $30,000.00 and extend contract completion date through 11/30/19. Change last invoice date to November 30, 2020.

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

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

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

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- □ Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Nov 30, 2019
- □ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- □ Funding Source 1500-3550-54040
- □ OTHER - explain below:

**EMH**

<table>
<thead>
<tr>
<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>6907</td>
<td></td>
<td>Sep 28, 2018</td>
<td>ucs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (initials only)**

Buyer:  
Date: 10-4-18  
Procurement Officer:  
Date: 10-5-18  
Chief Financial Officer:  
Date: 10-11-18  
Chairman's Office:  
Date: 10-11-18
Decision Memo
Procurement Services Division
This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department:
Contact Email: paul.krueger@dupageco.org
Vendor Name: K-Plus Engineering

Department Contact: Paul Krueger
Contact Phone: (630) 407-6914
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
K-Plus Engineering is requesting additional compensation for the design engineering of the Gary Avenue Trail Improvements, Section 11-00237-11-BT.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The Division of Transportation (DOT) retained K-Plus Engineering to perform design engineering for the Gary Avenue Multi-Use Trail project. During design, it was determined that Right of Way needed to be secured for more parcels than originally scoped in Phase I. Therefore, additional survey work and additional plats and legal work have to be completed for the additional parcels.

Strategic Impact
FinancialPlanning Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
In order to complete the design for the Gary Avenue Multi-Use Trail project, it will be more cost effective to supplement K-Plus Engineering. They have completed the survey work as well as the plats and legal required for the contract in a satisfactory manner.

Source Selection/Vetting Information - Describe method used to select source.
The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 33 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by K-Plus Engineering was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
An increase in the contract amount is the recommended course of action since K-Plus Engineering has completed the design engineering to date. Performing the work under a separate contract would not be as cost effective since all of the work would still need to be incorporated into design plans. The DOT does not have the staff resources in order to complete design engineering on this project and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The FY18 fiscal impact for this change order to the contract is $30,000.00. The DOT has included sufficient funds in our FY18 budget to pay for this change order.
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name: K-Plus Engineering, LLC</th>
<th>Company Contact: Dan Caplice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 312-207-5700</td>
<td>Contact Email: <a href="mailto:dan@kplus.com">dan@kplus.com</a></td>
</tr>
</tbody>
</table>

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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 contractor to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

[http://www.dupageco.org/CountyBoard/Policies/](http://www.dupageco.org/CountyBoard/Policies/)

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

**Signature on File**

**Authorized Signature**

**Printed Name:** Daniel M. Caplice

**Title:** President

**Date:** Sep 26, 2018

**Packet Pg. 97**


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

4/1/16
WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0621-16 which authorized the execution of an Intergovernmental Agreement between the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as IDOT) for intersection improvements at Illinois Route 59 and Stearns Road, Section 15-00285-00-CH/TL (hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the Division of Transportation is $46,000.00; and

WHEREAS, the Division of Transportation recently surveyed the existing concrete pavement and determined that additional patching quantity is needed; and

WHEREAS, due to the additional patching quantity, the COUNTY’s share of the PROJECT costs is now anticipated to be $121,000.00; and

WHEREAS, an adjustment in funding is in the best interest of the COUNTY and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Resolution DT-R-0621-16 is hereby amended to reflect a cost of $121,000.00 instead of and in place of $46,000.00.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

_________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____________________________
PAUL HINDS, COUNTY CLERK