DU PAGE COUNTY
TRANSPORTATION COMMITTEE
FINAL AGENDA
January 21, 2020
Regular Meeting
10:00 AM
ROOM 3500B
421 NORTH COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Transportation Committee - Regular Meeting - Tuesday January 7th, 2020

5. PROCUREMENT REQUISITIONS
   A. 2020-33 Recommendation for the approval of a contract to Roland Machinery Company, to furnish and deliver Wirtgen OEM repair and replacement parts, as needed for the Division of Transportation, for the period January 22, 2020 through December 31, 2020, for a contract total not to exceed $8,000; Per low quote 19-167-DOT.

   B. DT-P-0038-20 Recommendation for the approval of a contract to Lakeside International, LLC, to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period January 29, 2020 through January 28, 2022, for a contract total not to exceed $110,000; Per lowest responsible bid 19-168-DOT.

   C. DT-P-0037-20 Recommendation for the approval of a contract to Petroleum Traders Corporation, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period April 1, 2020 through March 31, 2021, for a contract total not to exceed $1,275,000 (DOT $800,000/ PW $475,000); Per renewal option under bid award 19-011-DOT, first of three options to renew.

6. INTERGOVERNMENTAL AGREEMENTS
   A. DT-R-0045-20 RESOLUTION -- Local Public Agency Agreement between the County of DuPage and Illinois Department of Transportation, for Elgin O’Hare/I-390 Corridor Enhancements at the intersections of I-390 and Rohlwing Road, Plum Grove Road, Roselle Road and US Route 20, Section 14-00245-05-LS, for an estimated County cost of $495,492, with up to $109,590 to be reimbursed by the Illinois Tollway and up to $192,951 to be reimbursed by the County of Cook.
B. DT-R-0046-20 RESOLUTION -- Local Public Agency Agreement for Federal Participation between the County of DuPage and Illinois Department of Transportation, for improvements along CH 34/31st Street, from Meyers Road to York Road, Section 14-00259-05-CH, for an estimated County cost of $3,720,965.

7. AUTHORIZATION FOR PAYMENT

A. Payment of Claims -- Authorization for Payment: Stormwater permit review fees in the amount of $16,910 to the Village of Oak Brook for improvements along CH 34/31st Street, from Meyers Road to York Road.

8. REPORT FROM STATE'S ATTORNEY'S OFFICE

9. OLD BUSINESS

10. NEW BUSINESS

11. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay
ABSENT: 

3. APPROVAL OF MINUTES

A. Transportation Committee - Regular Meeting - Dec 3, 2019 10:00 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Grant Eckhoff, District 4
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

4. PROCUREMENT REQUISITIONS

A. 2020-20 Recommendation for the approval of a contract to Kammes Auto & Truck Repair, Inc., to provide IDOT Safety Lane Inspections, as needed for the Division of Transportation, for the period February 1, 2020 through January 31, 2021, for a contract total not to exceed $7,650; Per Low Quote 19-150-DOT.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay
B. 2020-21 Recommendation for the approval of a contract to Tredroc Tire Services, LLC, to perform on-site vehicle tire repairs, as needed for the Division of Transportation, for the period February 1, 2020 through January 31, 2021, for a contract total not to exceed $9,768.90; Per Low Quote 19-149-DOT.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

C. 2020-22 Recommendation for the approval of a contract to NITE Equipment, Inc., to furnish and deliver one (1) 2020 Super Duty Flatbed Equipment Trailer for the Division of Transportation, for a contract total not to exceed $24,876; Per low quote R13143-1.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

D. 2020-23 Recommendation for the approval of a contract to Sicalco, Ltd., to furnish and deliver calcium chloride, as needed for the Division of Transportation, for the period January 8, 2020 through December 4, 2020, for a contract total not to exceed $24,400; Contract let pursuant to the Governmental Joint Purchasing Act (Suburban Purchasing Cooperative).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

E. FM-P-0023-20 Recommendation for the approval of a contract to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period January 15, 2020 through January 10, 2021, $4,500 for Animal Services, $6,650 for the Division of Transportation and $59,615 for Facilities Management, for a total contract amount not to exceed $70,765, per renewal option under bid award #16-224-BF, third and final option to renew.
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

F. DT-P-0024-20 Recommendation for the approval of a contract to Monroe Truck Equipment, Inc., to furnish, deliver and install two (2) Crysteel Stainless Steel Dump Bodies for the Division of Transportation, for a contract total not to exceed $41,818; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

G. DT-P-0025-20 Recommendation for the approval of a contract to Altec Industries, Inc., to provide one (1) 2020 Ford F-550 Altec Bucket Truck for the Division of Transportation, for a contract total not to exceed $164,823; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

H. DT-P-0026-20 Recommendation for the approval of a contract to Sutton Ford, Inc., to furnish and deliver two (2) 2020 Ford F-550 4x4 Super Cab Chassis for the Division of Transportation, for a contract total not to exceed $103,632; Contract let pursuant to the Governmental Joint Purchasing Act (Suburban Purchasing Cooperative).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T. Noonan, District 2
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay
I. DT-P-0020-20 Recommendation for the approval of a contract to Graef-USA, Inc., for Professional Surveying Services, upon request of the Division of Transportation ($75,000), Facilities Management ($7,500) and Public Works ($12,500), Section 19-RSURV-06-EG, for a contract total not to exceed $95,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

J. DT-P-0021-20 Recommendation for the approval of a contract to STATE Testing, LLC, for Professional Materials Testing and Engineering Services, upon request of the Division of Transportation ($90,000) and Facilities Management ($8,000), for a contract total not to exceed $98,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: James Zay, District 6
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

5. AGREEMENTS

A. DT-R-0026-20 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and Village of Woodridge, for sidewalk improvements along CH 2/Hobson Road/63rd Street, from Woodridge Drive to Janes Avenue, Section 16-00146-00-SW (County to be reimbursed $7,920).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Greg Hart, District 3
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay
B. DT-R-0027-20 **RESOLUTION** -- Agreement between the County of DuPage and NARE Woodridge INLN, LLC, NARE Woodridge OLT, LLC and NARE Woodridge Management, LLC to define financial, maintenance and energy responsibilities for the traffic signal at the intersection of CH 33/75th Street and Dunham Road (No County cost).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

6. **AMENDING RESOLUTIONS**

A. Amendment -- DT-R-0165A-19 – Amendment to Resolution DT-R-0165-19, issued to Copenhaver Construction, for Drainage Improvements at the intersection of CH 21/Geneva Road and Ethyl Road, Section 18-00206-08-DR, to increase the funding in the amount of $2,737.61, resulting in an amended contract total amount of $172,787.68, an increase of 1.61%.

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: James Healy, Vice Chair
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

7. **ORDINANCES**

A. DT-O-0004-20 **ORDINANCE** -- Ordinance authorizing the execution of an Agreement between the County of DuPage and DuPage Mayors and Managers Conference for improvements along CH 34/31st Street, from Meyers Road to York Road, Section 14-00259-05-CH (County cost $69,000).

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

8. **AUTHORIZATION FOR PAYMENT**

A. FI-R-0032-20 **RESOLUTION** -- Annual Financial Commitment in support of the Chicago Metropolitan Agency for Planning to consolidate planning of land use and transportation for the seven Counties of northeastern Illinois - $36,359.00
RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, Vice Chair
SECONDER: Sean T. Noonan, District 2
AYES: Eckhoff, Hart, Healy, Noonan, Puchalski, Zay

9. PRESENTATION

A. Small Wireless Facilities Deployment- Update

Staff provided an update on the deployment of small wireless facilities. Presentation focused on the following: cellular technology evolution and overview; state and federal legislation/guidance; public health and safety; and the County’s engagement and permitting process/experience of said facilities.

DOT responded to questions from the Committee and Board Members regarding line of sight concerns, aesthetics, needed changes to restore greater local control, other health/public safety expert opinions, sunsetting of state/federal legislation, compatibility with connected vehicles, and inclusion in the County’s state/federal legislative agendas.

10. PUBLIC COMMENT

Nancy Perlman: Small Wireless Facilities Deployment - Health/Public Safety Concerns (written testimony/exhibit placed on file)

Christine Trainer: Small Wireless Facilities Deployment - Health/Public Safety Concerns (printed information placed on file)

Fariha Dipasquale: Small Wireless Facilities Deployment - Health/Public Safety Concerns

11. REPORT FROM STATE'S ATTORNEY'S OFFICE

12. OLD BUSINESS

13. NEW BUSINESS

14. ADJOURNMENT
Requisition under 25k dollars

2020-33
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
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<tr>
<td>January 6, 2020</td>
<td>$8,000.00</td>
<td>01/22/20 - 12/31/20</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

- **Eva Hitchcock**
  - Completed 01/06/2020 7:50 AM
- **Christopher Snyder**
  - Completed 01/08/2020 11:21 AM
- **Nancy Buckley**
  - Completed 01/09/2020 12:40 PM
- **James McGuire**
  - Completed 01/13/2020 4:03 PM
- **Paul Rafac**
  - Completed 01/13/2020 4:36 PM
- **Nancy Buckley**
  - Completed 01/14/2020 7:40 AM
- **Transportation Committee**
  - Pending 01/21/2020 10:00 AM

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Requisition under 25k dollars

2020-33
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: Roland Machinery Company</th>
<th>Contract Term: 01/22/2020 - 12/31/2020</th>
<th>Contract Total: $8,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Roula Eikosidekas</td>
<td>Assigned Committee:</td>
</tr>
<tr>
<td></td>
<td>Phone: 630-407-6906</td>
<td>Transportation</td>
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Description of Procurement/Scope of Work/Background
To furnish and deliver Wirtgen OEM replacement and repair parts for Division of Transportation, for a contract total not to exceed $8,000.00, per low quote #19-167-DOT, subject to three (3) one-year renewals.

Reason for Procurement
Purchase Wirtgen OEM replacement and repair parts to repair County owned and operated vehicles.

FUNDING SOURCE

- 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 # 19-167-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
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS S10/2 (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>
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REVIEWED BY (Initials Only)

<table>
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<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tbody>
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FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.8 Packet Pg. 11
THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WIRTGEN OEM REPLACEMENT AND REPAIR PARTS 19-167-DOT
QUOTE TABULATION

Roland Machinery Company

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Discount</th>
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<td>1</td>
<td>Wirtgen OEM replacement and repair parts discount off list price / market basket.</td>
<td>1</td>
<td>ea</td>
<td>10 % Off List Price</td>
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Notes:

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<th>Bid Opening</th>
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<td>Attended By</td>
<td>EB, DT</td>
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<td>Invitations Sent</td>
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<tr>
<td>Potential Bidders Requesting Quote Document</td>
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<tr>
<td>Total Quote Responses Received</td>
<td>1</td>
</tr>
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</table>
# Purchase Requisition

## Procurement Services Division

**Send Purchase Order To:**

- **Vendor:** Roland Machinery Company  
  **Vendor #:** 10191  
- **Attn:** Glen Schue  
  **Email:** gschue@rolandmachinery.com  
- **Address:** 816 N. Dirksen Parkway  
- **City:** Springfield  
  **State:** IL  
  **Zip:** 62702  
- **Phone:** 847-721-9830  
  **Fax:**

**Send Payments To:**

- **Vendor:** Roland Machinery Company  
  **Vendor #:** 10191  
- **Attn:**  
  **Email:**  
- **Address:** 816 N. Dirksen Parkway  
- **City:** Springfield  
  **State:** IL  
  **Zip:** 62702  
- **Phone:** 847-721-9830  
  **Fax:**

**Send Invoices To:**

- **Department:**  
  **Req #:**  
  **Bid or Quote #:**

**Ship To:**

- **Vendor:** Roland Machinery Company  
  **Vendor #:** 10191  
- **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:**

## Item Detail

<table>
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<th>LN</th>
<th>Qty</th>
<th>UOM</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>Wirtgen OEM replacement and repair parts</td>
<td></td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td></td>
<td>8,000.00</td>
<td>8,000.00</td>
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</tbody>
</table>

**Requisition Total:** $8,000.00

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

This contract purchase order is to furnish and deliver Wirtgen OEM replacement and repair parts for Division of Transportation, for a contract total not to exceed $8,000.00, per low quote #19-167-DOT, subject to three (3) one-year renewals.

- 10% off list price/market basket.
- Orders will be placed on an "as needed" basis with quantities and items specified at the time orders are placed.
- Supplier shall maintain an adequate stock of parts and shall make deliveries within three (3) working days of a telephone order.
- All deliveries shall be F.O.B (freight on board) inbound or outbound.

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

Email approved PO to Glen Schue

**User Department Internal Notes (these comments will NOT appear on the Purchase Order):**
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

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

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

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, have read, and understand these requirements.

Authorized Signature

Printed Name: Scott Eggleston
Title: Chief Financial Officer
Date: December 16, 2019

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO LAKESIDE INTERNATIONAL, LLC
TO FURNISH AND DELIVER
NAVISTAR/INTERNATIONAL REPAIR PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(Contract Total Not To Exceed $110,000.00)

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 Lakeside International, LLC, to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period January 29, 2020 through January 28, 2022.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Navistar/International repair and replacement parts, as needed for the Division of Transportation, for the period January 29, 2020 through January 28, 2022, is hereby approved for issuance to Lakeside International, LLC, 1212 Asche Avenue, Rockford, Illinois 61109-0601, for a contract total not to exceed $110,000.00.

Enacted and approved this 28th day of January, 2020 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
JEAN KACZMAREK, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
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<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>January 9, 2020</td>
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<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$110,000.00</td>
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<tr>
<td>CONTRACT TERM</td>
<td>01/29/20 - 01/28/20</td>
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<tr>
<td>REQUESTING DEPT.</td>
<td>TRANSPORTATION COMMITTEE</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>
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<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>01/09/2020 9:22 AM</td>
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<tr>
<td>Christopher Snyder</td>
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<td>01/10/2020 11:18 AM</td>
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<td>County Board</td>
<td>Pending</td>
<td>01/28/2020 10:00 AM</td>
</tr>
</tbody>
</table>
# 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: Lakeside International LLC</th>
<th>Vendor #: 24397</th>
<th>Contract Term: 01/29/20 - 01/28/2022</th>
<th>Contract Total: $110,000.00</th>
</tr>
</thead>
</table>

| Dept: Division of Transportation | Contact: Roula Eikosidekas | Phone: 630-407-6931 | Assigned Committee: Transportation |

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

To furnish and deliver Navistar/International OEM Replacement and Repair Parts for the Division of Transportation, for a contract total not to exceed $110,000.00, per low bid #19-168-DOT, this contract is subject to two (2) one-year renewals.

**Reason for Procurement**

To provide Navistar/International Repair and Replacement Parts required for the maintenance and repair of County owned and operated vehicles and equipment.

**FUNDING SOURCE**

- [ ] 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 # 19-168-DOT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation) □
- [ ] RENEWAL, Enter Bid # ________________________ □ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 □ Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 51/2 (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>RE</th>
<th>Jan 8, 2020</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<td></td>
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**REVIEWED BY (Initials Only)**

<table>
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<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
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<tbody>
<tr>
<td>Jan 13-20</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tbody>
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<td>Jan 13-2020</td>
<td>5-7</td>
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</table>

**Date: Jan 8, 2020**

**MinuteTraq (IQM2) ID #: 16898**

**Attachment: Lakeside - Checklist (DT-P-0038-20 : Lakeside International - NAVISTAR REPAIR PARTS - DT-P)**
# NAVISTAR / INTERNATIONAL OEM REPLACEMENT AND REPAIR PARTS 19-168-DOT

## QUOTE TABULATION

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>UOM</th>
<th>QTY</th>
<th>Discount</th>
<th>Discount</th>
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<tbody>
<tr>
<td>1</td>
<td>Navistar / International OEM replacement and repair parts: Percentage off list price / market basket</td>
<td>EA</td>
<td>1</td>
<td>30%</td>
<td>20%</td>
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</tbody>
</table>

**Notes:**

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<th>Invitations Sent</th>
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<tbody>
<tr>
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<tr>
<td>Total Quote Responses Received</td>
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</tbody>
</table>
VENDOR ETHICS DISCLOSURE STATEMENT

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>Company Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAKESIDE INTERNATIONAL</td>
<td>JENNY LITHEIMA</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>414-378-4880</td>
</tr>
<tr>
<td>Contact Email</td>
<td></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 $75,000, 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.

AddLine

<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.

AddLine

<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 bid</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</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.dupagecounty.com/CountyBoard/Policies/

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

Authorized Signature

Printed Name: JENNY LITHEIMA
Title: DIRECTOR, PACT 5
Date: 12/13/2019

Attachment: Lakeside - Ethics (DT-P-0038-20 : Lakeside International - NAVISTAR REPAIR PARTS - DT-P-)

Signature on File
# Purchase Requisition
## Procurement Services Division

## Send Purchase Order To:
- **Vendor:** Lakeside International, LLC  
  **Vendor #:** 24397  
- **Attn:** John Litsheim  
  **Email:** jlitshelm@lakesidetrucks.com  
- **Address:** 1212 Asche Ave.  
- **City:** Rockford  
  **State:** IL  
  **Zip:** 61109-0601  
- **Phone:** 815-484-4000  
  **Fax:** 815-484-0031

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

## Send Payments To:
- **Vendor:** Lakeside International, LLC  
  **Vendor #:** 24397  
- **Attn:**  
  **Email:**  
- **Address:** 11000 W. Silver Spring Rd.  
- **City:** Milwaukee  
  **State:** WI  
  **Zip:** 53225  
- **Phone:**  
  **Fax:**

## Ship To:
- **PO 20 Delivery Date:** Jan 29, 2020  
  **Requisitioner:** Roula Eikosidekas

## Payment Terms:
- **F.O.B.:**  
  **Destination:**  
- **PER 50 ILCS 505/1:**  
- **PO25 only:**

## Item Detail
<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Navistar/International OEM Replacement and Repair Parts</td>
<td>1500</td>
<td>3520</td>
<td>52250</td>
<td>$110,000.00</td>
<td>110,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Requisition Total
- **$110,000.00**

## Header Comments
This contract purchase order is to furnish and deliver Navistar/International OEM Replacement and Repair Parts for Division of Transportation, for a contract total not to exceed $110,000.00, per low bid #19-168-DOT, this contract is subject to two (2) one-year renewals.

- 30% off list price/market basket.
- Orders will be placed on an "as needed" basis with quantities and items specified at the time orders are placed.
- Supplier shall maintain an adequate stock of parts and shall make deliveries within three (3) working days of a telephone order.
- All deliveries shall be F.O.B (freight on board) inbound or outbound.

## Special Instructions/Comments to Buyer or Approver
Email Approved PO to John Litsheim & Joe Bechtold

## User Department Internal Notes
- FY20 1500-3520-52250 $50,000
- FY21 1500-3520-52250 $55,000
- FY22 1500-3520-52250 $5,000
AWARDING RESOLUTION
ISSUED TO PETROLEUM TRADERS CORPORATION
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
AND DEPARTMENT OF PUBLIC WORKS
(CONTRACT TOTAL NOT TO EXCEED $1,275,000.00)

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 and Public Works Committees recommend County Board approval for the issuance of a contract to Petroleum Traders Corporation, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Department of Public Works, for the period April 1, 2020 through March 31, 2021.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Department of Public Works, for the period April 1, 2020 through March 31, 2021, is hereby approved for issuance to Petroleum Traders Corporation, PO Box 2357, Fort Wayne, Indiana 46801-2357, for a combined contract total not to exceed $1,275,000.00 (Division of Transportation $800,000.00 / Public Works $475,000.00).

Enacted and approved this 28th day of January, 2020 at Wheaton, Illinois.

_________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________________
JEAN KACZMAREK, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 14, 2020</td>
<td>$1,275,000.00</td>
<td>04/01/20 - 03/31/21</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>01/14/2020 12:03 PM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/14/2020 2:01 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>01/14/2020 4:33 PM</td>
</tr>
<tr>
<td>Nancy Buckley</td>
<td>Completed</td>
<td>01/15/2020 8:05 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/15/2020 10:51 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/15/2020 12:21 PM</td>
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<tr>
<td>Nancy Buckley</td>
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<td>01/15/2020 2:01 PM</td>
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<tr>
<td>Public Works Committee</td>
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<td>Transportation Committee</td>
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<tr>
<td>Finance Committee</td>
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<td>01/28/2020 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>01/28/2020 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

Attach Required Vendor Ethics Disclosure Statement.

### Vendor Information
- **Vendor:** Petroleum Traders Corporation
- **Vendor #:** 30686
- **Dept:** Transportation
- **Contact:** Roula Eikosidekas
- **Phone:** 630-407-6906

### Contract Information
- **Contract Term:** 04/01/2020-03/31/2021
- **Contract Total:** $1,275,000.00
- **Assigned Committee:** Transportation

### Description of Procurement/Scope of Work/Background
To furnish and deliver Gasoline and Diesel Fuel, for a contract total not to exceed $1,275,000.00, per low bid #19-011-DOT, first of three options to renew.

### Reason for Procurement
To provide gasoline and diesel fuel for DuPage County owned and operated vehicles and equipment.

### FUNDING SOURCE
- **Procurement budgeted for (FY and budget code(s)):** (DOT 1500-3520-52260) & (PW 2000-2665-52260)

### DECISION MEMO NOT REQUIRED
- **LOWEST RESPONSIBLE QUOTE # or BID #**
- **RENEWAL, Enter Bid #** 19-011-DOT
- **SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S)**
- **PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00**
- **PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:**

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

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

<table>
<thead>
<tr>
<th>RE</th>
<th>Jan 7, 2020</th>
<th>Prepared By</th>
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<td>IT Approval, if required</td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>1-15-20</th>
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</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>1-15-2020</td>
</tr>
</tbody>
</table>

### Packet Pg. 23
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and Petroleum Traders Corp, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #19-011-DOT which became effective 04/01/19 and which expires 03/31/20. The contract is subject to an FIRST option to renew for a twelve (12) month period.

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

The contract renewal becomes effective 04/01/20 and expires 03/31/21.

Petroleum Traders Corp
Signature on File

Vicki L. Himes
PRINTED NAME

Vice President
PRINTED TITLE

1/6/2020
DATE

COUNTY OF DU PAGE, ILLINOIS

Deborah Ash
Buyer II, Procurement Services Division

DATE
## DUPAGE COUNTY
FINANCE - PROCUREMENT

BID # 19-011-DOT
Gasoline and Fuel Purchase

### GROUP ONE
DOT and Public Works

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<td>gallons</td>
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### GROUP THREE
DuPage County Entities

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<tbody>
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<td>Gas Midgrade</td>
<td>gallons</td>
<td>90.000</td>
<td>-0.01</td>
<td>-900.00</td>
<td>Gas Midgrade</td>
<td>gallons</td>
<td>60.000</td>
<td>-0.01</td>
<td>-600.00</td>
<td>Gas Midgrade</td>
<td>gallons</td>
<td>50.000</td>
<td>0.0379</td>
<td>2,899.00</td>
<td>Gas Midgrade</td>
<td>gallons</td>
<td>60.000</td>
<td>-0.01</td>
<td>-600.00</td>
</tr>
<tr>
<td>Diesel</td>
<td>gallons</td>
<td>60.000</td>
<td>0.0379</td>
<td>2,899.00</td>
<td>Diesel</td>
<td>gallons</td>
<td>50.000</td>
<td>0.0379</td>
<td>2,899.00</td>
<td>Diesel</td>
<td>gallons</td>
<td>50.000</td>
<td>0.0379</td>
<td>2,899.00</td>
<td>Diesel</td>
<td>gallons</td>
<td>50.000</td>
<td>0.0379</td>
<td>2,899.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>$1,183.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,183.00</td>
</tr>
</tbody>
</table>

**NOTES**
- Quantities are canvassing amounts only. On the day of fuel order, the County will pay the published UPB price with the applied markup.

| Invitations Sent | 73   |
| Total Bid Responses Received | 4    |
| Bid Opening Attended by | DT-P-0037-20 : Petroleum Traders - GASOLINE & DIESEL FUEL |
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>Petroleum Traders Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>888-637-7661</td>
</tr>
</tbody>
</table>

Date: 1/6/2020
Bid/Contract/PO #: 19-011-DOT

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the 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: Vicki L. Himes
Title: Vice President
Date: 1/6/2020

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
**Purchase Requisition**  
Procurement Services Division

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Petroleum Traders Corporation</th>
<th>Vendor #: 30686</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Gayle Newton</td>
<td>Email: <a href="mailto:gnewton@petroleumtraders.com">gnewton@petroleumtraders.com</a></td>
</tr>
<tr>
<td>Address: P.O. Box 2357</td>
<td></td>
</tr>
<tr>
<td>City: Fort Wayne</td>
<td>State: IN</td>
</tr>
<tr>
<td>Phone: 888-637-7661</td>
<td></td>
</tr>
</tbody>
</table>

---

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Kathy Curcio</td>
</tr>
<tr>
<td>Email: <a href="mailto:DOTFinance@dupageco.org">DOTFinance@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 630-407-6892</td>
</tr>
</tbody>
</table>

---

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Petroleum Traders Corporation</th>
<th>Vendor #: 30686</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: P.O. Box 2357</td>
<td></td>
</tr>
<tr>
<td>City: Fort Wayne</td>
<td>State: IN</td>
</tr>
<tr>
<td>Phone: 888-637-7661</td>
<td></td>
</tr>
</tbody>
</table>

---

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Division of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joe Bechtold</td>
</tr>
<tr>
<td>Email: <a href="mailto:Joseph.bechtold@dupageco.org">Joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 180 N. County Farm Road</td>
</tr>
<tr>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 630-407-6931</td>
</tr>
</tbody>
</table>

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### Item Detail

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>DOT - Gasoline and Diesel Fuel</td>
<td>1500</td>
<td>3520</td>
<td>52260</td>
<td>800,000.00</td>
<td>800,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>PW - Gasoline and Diesel Fuel</td>
<td>2000</td>
<td>2665</td>
<td>52260</td>
<td>475,000.00</td>
<td>475,000.00</td>
<td></td>
</tr>
</tbody>
</table>

---

### Header Comments

These comments will appear on the PO20 and PO25 Purchase Order:

This contract purchase order is to furnish and deliver Gasoline and Diesel Fuel, for a contract total not to exceed $1,275,000.00, per low bid 19-011-DOT, first of three options to renew.

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

### Special Instructions/Comments to Buyer or Approver

These comments will NOT appear on the Purchase Order:

Email Approved PO to Gayle Newton & Joe Bechtold

### User Department Internal Notes

These comments will NOT appear on the Purchase Order:

FY20 1500-3520-52260 $500,000.00  
FY21 1500-3520-52260 $300,000.00
LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
ELGIN O’HARE/I-390 CORRIDOR ENHANCEMENTS
I-390 AT ROHLWING ROAD, PLUM GROVE ROAD,
ROSELLE ROAD AND US ROUTE 20
SECTION 14-00245-05-LS
(ESTIMATED COUNTY COST $495,492.00; UP TO $109,590.00
TO BE REIMBURSED BY THE ILLINOIS TOLLWAY; UP TO $192,951.00 TO BE
REIMBURSED BY COUNTY OF COOK)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) desire to aesthetically enhance the Elgin O’Hare Corridor (I-390) at Rohlwing Road, Plum Grove Road, Roselle Road and US Route 20, Section 14-00245-05-LS (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 “2019 AGREEMENT”) had previously outlined the financial participation of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the County Board passed Resolution DT-R-0259-19 authorizing the COUNTY to enter into the 2019 AGREEMENT; and

WHEREAS, subsequent to that Resolution being passed, STATE went out to bid on construction of the IMPROVEMENT, and the bids came in higher than the STATE had anticipated; and

WHEREAS, the COUNTY desires to rescind Resolution DT-R-0259-19 and withdraw the corresponding July 16, 2019 offer, 2019 AGREEMENT, to the STATE, which never became effective as it was not signed/accepted by the STATE; and

WHEREAS, a new Local Public Agency Agreement for Federal Participation, (hereinafter referred to as “AGREEMENT”) has been prepared and attached hereto, which outlines the financial participation of the parties based on a more current estimate of costs and additional funding contribution by the STATE related to construction of the IMPROVEMENT; and

WHEREAS, attached as an Addendum to the Local Public Agency Agreement for Federal Participation is a draft of an Intergovernmental Agreement which outlines the maintenance responsibilities of the improvement and of which will be presented to the County Board separately at a later date for approval; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of $1,376,364.00, of which up to $880,872.00 to be funded by the STATE, resulting in an estimated cost to the COUNTY of
Resolution

DT-R-0045-20

$495,492.00; and

WHEREAS, through a separate agreement, the Illinois State Toll Highway Authority will reimburse the COUNTY up to $109,590.00 for landscape related improvements; and

WHEREAS, through a separate agreement, the County of Cook will reimburse the COUNTY up to $192,951.00; 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 that the County Board withdraws the offer to the STATE of July 16, 2019, “2019 AGREEMENT”; and

BE IT FURTHER RESOLVED, by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced AGREEMENT with the STATE; and

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

Enacted and approved this 28th day of January, 2020 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________________
JEAN KACZMAREK, COUNTY CLERK
# Local Public Agency Agreement for Federal Participation

## LOCAL PUBLIC AGENCY

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of DuPage</td>
<td>DuPage</td>
<td>14-00245-05-LS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>ITEP, SRTS, HSIP Number(s)</th>
<th>MPO Name</th>
<th>MPO TIP Number</th>
</tr>
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<tbody>
<tr>
<td>ITEP</td>
<td>131089</td>
<td>CMAP</td>
<td>03-96-0021</td>
</tr>
</tbody>
</table>

- **Construction on State Letting**: [ ]
- **Construction Local Letting**: [ ]
- **Day Labor**: [ ]
- **Local Administered Engineering**: [ ]
- **Right-of-Way**: [ ]

### Construction Job Number Project Number Engineering Job Number Project Number Right of Way Job Number Project Number

| C-91-400-16 | USYC(144) |         |           |           |           |

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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

### LOCATION

<table>
<thead>
<tr>
<th>Local Street/Road Name</th>
<th>Key Route</th>
<th>Length</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin O'Hare Western Access</td>
<td>FAI 390</td>
<td>0.01</td>
<td>2.46</td>
<td>2.46</td>
</tr>
</tbody>
</table>

**Location Termini**

| I-390 at Roselle Rd |

**Current Jurisdiction**

| County of DuPage |

<table>
<thead>
<tr>
<th>Existing Structure Number(s)</th>
<th>Add Location</th>
<th>Remove</th>
</tr>
</thead>
<tbody>
<tr>
<td>016-2561</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LOCATION

<table>
<thead>
<tr>
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<th>Key Route</th>
<th>Length</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin O'Hare Western Access</td>
<td>FAI 390</td>
<td>0.01</td>
<td>3.26</td>
<td>3.26</td>
</tr>
</tbody>
</table>

**Location Termini**

| I-390 at Plum Grove Rd |

**Current Jurisdiction**

| County of DuPage |

<table>
<thead>
<tr>
<th>Existing Structure Number(s)</th>
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<th>Remove</th>
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</thead>
<tbody>
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### LOCATION

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<th>Key Route</th>
<th>Length</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin O'Hare Western Access</td>
<td>FAI 390</td>
<td>0.01</td>
<td>0.55</td>
<td>0.55</td>
</tr>
</tbody>
</table>

**Location Termini**

| I-390 at Lake St |

**Current Jurisdiction**

| County of DuPage |

<table>
<thead>
<tr>
<th>Existing Structure Number(s)</th>
<th>Add Location</th>
<th>Remove</th>
</tr>
</thead>
<tbody>
<tr>
<td>022-0208</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Act 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, 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 Public 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, a jurisdictional addendum is required.

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

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 information that evidence the costs associated with the project.
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 STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the STATE for 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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.

11. (Preliminary Engineering) In the event that right-of-way acquisition for, or 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 FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.

12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.

13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. 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.

14. Certifies to the best of its knowledge and belief that 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 (Feder State or local) transaction; violation of Federal or State antitrust statutes or commission of theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
   d. have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

16. (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.

17. 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 an employee of 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 (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.

19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

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

21. 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 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.

22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.

24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) 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 the (12) months documenting the reason and the new anticipated date of completion. If 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.

25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date 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. LPA's 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 Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) 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 CPDA number for all highway planning and construction activities is 20.205.

27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partner in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/.

28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without an approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.

2. (State Contracts) To receive bids for 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 pay estimates in accordance with the division of cost page.

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 federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by
STATE inspectors for 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 and 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 enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). 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, obligation 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 the act exempt its application.

ADDENDA

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

<table>
<thead>
<tr>
<th>1</th>
<th>Location Map</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Division of Cost</td>
</tr>
<tr>
<td>3</td>
<td>GATA</td>
</tr>
<tr>
<td>4</td>
<td>LPA Appropriation Resolution</td>
</tr>
<tr>
<td>5</td>
<td>Intergovernmental Agreement</td>
</tr>
</tbody>
</table>

Add Row
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

Name of Official (Print or Type Name)
Daniel J. Cronin

Title of Official
County Board Chairman

Signature Date

The above signature certifies the agency's TIN number is 36-600551 conducting business as a Governmental Entity.

Duns Number 135836026

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

By:
Director of Planning & Programming

Director of Planning & Programming

Philip C. Kaufmann, Chief Counsel

Chief Fiscal Officer (CFO)
**ADDENDA NUMBER 2**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>Local Public Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>ITEP $880,872.00</td>
<td></td>
<td>Local Funds $495,492.00 BAL $1,376,364.00</td>
</tr>
<tr>
<td>Add</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DIVISION OF COST**

- If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below.
- ITEP funding not to exceed $880,872.00

**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.
Addendum No. 3
Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)
INTERGOVERNMENTAL AGREEMENT 
BETWEEN 
COUNTY OF DU PAGE, 
THE STATE OF ILLINOIS THROUGH ITS DEPARTMENT OF TRANSPORTATION, 
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, 
COUNTY OF COOK, 
VILLAGE OF ITASCA, 
VILLAGE OF HANOVER PARK AND 
VILLAGE OF ROSELLE 
CONCERNING THE ELGIN O'HARE/I-390 CORRIDOR ENHANCEMENTS 
DU PAGE SECTION NO.: 14-00245-05-LS

This Intergovernmental Agreement (hereinafter referred to as the “AGREEMENT”) is entered into this ______ day of __________, 2019, by and between the COUNTY OF DU PAGE, a body corporate and politic (hereinafter referred to as “DU PAGE”); the Village of Itasca, Village of Hanover Park and Village of Roselle, all Illinois municipal corporations, (hereinafter referred to collectively as the “MUNICIPALITIES”) and the State of Illinois acting by and through its Department of Transportation (hereinafter referred to as “DEPARTMENT”), the Illinois State Toll Highway Authority (hereinafter referred to as “ILLINOIS TOLLWAY”) and the County of Cook, through its Cook County Department of Transportation and Highways, (hereinafter referred to as “COOK”). DU PAGE, the MUNICIPALITIES, the DEPARTMENT, ILLINOIS TOLLWAY and COOK are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

WITNESSETH

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O'Hare International Airport (ORD) and construct the Western Access corridor connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) to be known in its entirety as I-490 (hereinafter referred to as the Elgin O'Hare Western Access or “EOWA Project”), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities; and

WHEREAS, DU PAGE has agreed, through a Memorandum of Understanding with the ILLINOIS TOLLWAY dated December 9, 2014, to assume a lead role in developing and refining corridor and location-specific aesthetic, architectural and/or...
enhancement features and improvements and to work closely with the ILLINOIS TOLLWAY, partner agencies and corridor communities on design and implementation; and

WHEREAS, DU PAGE has secured Illinois Transportation Enhancement Program ("ITEP") funding for certain corridor enhancements along the Illinois Route 390 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the scope of the PROJECT includes improvements at the following select locations along Illinois Route 390:

- **Illinois Route 390 at US 20**: Cleaning of the existing parapet via power washing.
- **Illinois Route 390 at Entrance/Exit Ramps at US Route 20**: Improvements include steel fence panels, a vertical identifier, a gateway monument sign and various landscaping.
- **Illinois Route 390 at Exit Ramps to Roselle Road**: Improvements include steel fence panels, a vertical identifier and various landscaping.
- **Illinois Route 390 at Plum Grove Road**: Improvements include bridge steel fence panels.
- **Illinois Route 390 Exit Ramp at Illinois Route 53**: Improvements include a vertical identifier and various landscaping.

Additional work includes excavation of earthen parkway (selective clearing) and solar LED lighting units.

WHEREAS, the PROJECT improvements are located on ILLINOIS TOLLWAY and DEPARTMENT owned-right of way; and

WHEREAS, the PROJECT improvements are located on bridges under the jurisdiction of the DEPARTMENT, COOK and the Village of Roselle; and

WHEREAS, the EOWA Project requires existing landscaping located along Illinois Route 390 be removed in conjunction with the construction of the EOWA Project improvements; and

WHEREAS, the planting of trees, shrubs and evergreens along Illinois Route 390 included as part of the PROJECT improvements (hereinafter referred to as "LANDSCAPING IMPROVEMENTS") are in accordance with the ILLINOIS TOLLWAY's criteria for the removal and replacement of trees due to construction of the EOWA Project improvements; and

WHEREAS, the LANDSCAPING IMPROVEMENTS being constructed as part of the PROJECT will serve to offset the loss of existing landscaping removed by the ILLINOIS TOLLWAY for construction of the EOWA Project improvements; and
WHEREAS, the ILLINOIS TOLLWAY agrees to be responsible for the construction costs associated with the LANDSCAPING IMPROVEMENTS; and

WHEREAS, the PARTIES desire to enter into an agreement to define the rights, responsibilities, financial obligations and future ownership, operations and maintenance responsibilities of the PROJECT as hereinafter set forth; and

WHEREAS, COOK and DUPAGE by virtue of their powers as set forth in the Counties Code 55 ILCS 5/1-1001 et seq. is authorized to enter into this AGREEMENT; and

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

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

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative AGREEMENT is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. INCORPORATION

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

B. 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 thereof.

II. PROJECT RESPONSIBILITIES

A. DU PAGE is the lead agency and will be responsible for completing all Phase I (preliminary), and Phase II (design) engineering, coordinating with the DEPARTMENT for the letting/awarding of a construction contract, right-of-way
acquisition (none anticipated), permit processing, utility coordination (none anticipated), and Phase III (construction engineering) for the PROJECT.

B. The ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK acknowledge that they have reviewed Phase II (design) plans and have previously submitted comments to DU PAGE.

C. The ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK agree that DU PAGE shall administer the contract for the construction of the PROJECT. DU PAGE agrees to administer the PROJECT in accordance with the final plans and specifications and the terms of the AGREEMENT and to consult with, and keep advised, officials of the ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK regarding the progress of the PROJECT and any problems encountered or changes recommended. No change order which affects the ILLINOIS TOLLWAY's, DEPARTMENT's, MUNICIPALITIES', or COOK's future facilities, or their future costs, except normal minor variations in quantities of pay items required to complete the PROJECT shall be authorized except with prior written approval by the ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK.

D. The ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK agree that the PROJECT shall be let per the Final Plans and Specifications for the PROJECT as prepared by DU PAGE's Phase II (design) consultant.

E. The ILLINOIS TOLLWAY, DEPARTMENT, MUNICIPALITIES, and COOK acknowledge that cost responsibilities of the PROJECT shall be as per Section III., Financial Responsibilities of this AGREEMENT. Future ownership, operations and/or maintenance responsibilities of the PROJECT shall be as hereinafter referenced.

F. DU PAGE, its employees, contractors or agents, agrees to secure permits for access to construct PROJECT improvements constructed on ILLINOIS TOLLWAY right of way and DEPARTMENT right of way.

G. DU PAGE, its employees, contractors or agents, agrees to secure permits for access to construct PROJECT improvements on bridges under the jurisdiction of others. Permits will be required from the DEPARTMENT for the US 20 bridge over IL 390, from COOK for the Roselle Road bridge over IL 390 and from the Village of Roselle for the Plum Grove bridge over IL 390.

H. The ILLINOIS TOLLWAY, DEPARTMENT, Village of Roselle, and COOK agree to grant and consent DU PAGE, its employees, contractors and agents any and all permits, rights of access (ingress and egress), temporary use of their property and right of way necessary for the PROJECT without charge to DU PAGE. Any permit for right of access, temporary use shall not be unreasonably withheld by the PARTIES.
I. DU PAGE shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion. If any PARTY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTIES, DU PAGE's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the respective PARTY's representative shall give immediate verbal notice to DUPAGE's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of DU PAGE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the DU PAGE that the deficiencies have been remedied.

III. FINANCIAL RESPONSIBILITIES

A. DU PAGE was awarded an ITEP grant for the PROJECT improvements on April 14, 2014 in the amount of $550,190.

B. Except as otherwise identified herein, DU PAGE agrees to act as the Lead Agent for the PROJECT and be responsible for all PROJECT related engineering, construction engineering and construction costs subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.

C. It is mutually agreed by the PARTIES hereto that the estimated cost to the ILLINOIS TOLLWAY for LANDSCAPING IMPROVEMENTS is $109,590 for construction costs.

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

E. The ILLINOIS TOLLWAY agrees that upon award of the contract for the PROJECT and receipt of an invoice from DU PAGE, the ILLINOIS TOLLWAY will pay to DU PAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to DU PAGE the remainder of its obligation in a lump sum, upon completion of construction of the PROJECT, based on final costs.
F. Any PARTY may request, after the construction contract(s) are let by the DEPARTMENT, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). DU PAGE will endeavor to cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

G. The ILLINOIS TOLLWAY shall have the ability to request reduction of or elimination from the PROJECT, the LANDSCAPE IMPROVEMENTS, which would have been the ILLINOIS TOLLWAY responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate. The ILLINOIS TOLLWAY shall be responsible for costs incurred for those items that would have been ILLINOIS TOLLWAY responsibility prior to providing notice for the reduction or elimination of said items.

IV. FUTURE OWNERSHIP/OPERATIONS/MAINTENANCE RESPONSIBILITIES

A. The MUNICIPALITIES and COOK agree to future ownership, operations and maintenance responsibilities of elements of the PROJECT as detailed in the attached Exhibit A1 and depicted on Exhibit A2 incorporated and made a part of this AGREEMENT.

B. The PARTIES agree that, upon execution of this AGREEMENT and prior to letting this PROJECT that this AGREEMENT will become an Addenda to the Local Public Agency Agreement for Federal Participation for the construction phase of the PROJECT entered into between DU PAGE and the DEPARTMENT.

C. Future maintenance of PROJECT improvements by the MUNICIPALITIES shall require a permit to access PROJECT improvements located on the DEPARTMENT or ILLINOIS TOLLWAY right of way or jurisdictional facility. The DEPARTMENT and ILLINOIS TOLLWAY agree to grant and consent to the right-of-entry for ingress and egress onto, over, under and above the DEPARTMENT's and ILLINOIS TOLLWAY's property or facilities within the boundaries of the PROJECT for future maintenance responsibilities. The MUNICIPALITIES, and their successors and assigns, shall retain the right of ingress and egress over said areas so long as it does not interfere with the DEPARTMENT's and ILLINOIS TOLLWAY's use of the property or facility. Approval of said permits for maintenance shall not be unreasonably withheld by the DEPARTMENT and ILLINOIS TOLLWAY.
D. The PARTIES may enter into additional maintenance related permits and/or agreements outside of this AGREEMENT as the PARTIES see fit in the future.

E. It is understood and agreed by the PARTIES hereto that this AGREEMENT is intended to address the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed.

V. GENERAL PROVISIONS

A. This AGREEMENT may be executed in seven (7) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

B. In the event of a dispute between PARTIES in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of DU PAGE and Superintendent of Highways of COOK, the Village Administrator and/or Manager of the MUNICIPALITIES and the individuals named in the NOTICE section herein of the DEPARTMENT and ILLINOIS TOLLWAY shall meet and resolve the issue.

C. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other PARTIES who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

VI. INDEMNIFICATION

A. DU PAGE shall, indemnify, hold harmless and defend the MUNICIPALITIES, COOK and the DEPARTMENT, the ILLINOIS TOLLWAY, 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, DU PAGE’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. DU PAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

B. The PARTIES acknowledge that no PARTY hereto has made representations, assurances or guaranties regarding their or any successor’s or assign’s authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that a party, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or
hold harmless the other, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their 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.

C. The MUNICIPALITIES, COOK, DEPARTMENT and ILLINOIS TOLLWAY shall indemnify, hold harmless and defend DU PAGE, 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 said PARTIES' negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The MUNICIPALITIES, COOK, DEPARTMENT and ILLINOIS TOLLWAY do not hereby waive any defenses or immunity available to it with respect to third parties.

D. Nothing contained herein shall be construed as prohibiting the PARTIES, their 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 DU PAGE, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The PARTIES participation in their defense shall not remove the others duty to indemnify, defend, and hold DU PAGE harmless, as set forth above.

E. No party waives, releases or otherwise compromises, by these indemnity provisions, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.” There are no third party beneficiaries of these mutual indemnifications or this AGREEMENT.

F. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the PROJECT, the PARTIES’ indemnification under Section VI. herein shall terminate when the PROJECT is completed, and the MUNICIPALITIES and COOK assume their maintenance responsibilities as set forth in Section IV. herein.

VII. NOTICES

A. 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, to the party’s address or sent by confirmed
facsimile or email to the party’s email 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.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:
2700 Ogden Avenue
Downers Grove, Illinois 60515
ATTN: Chief Engineering Officer
Phone: 630.241.6800
Facsimile: 630.271.5734
Email: pkovacs@getipass.com

THE STATE OF ILLINOIS THROUGH ITS DEPARTMENT OF TRANSPORTATION:
201 W. Center Court
Schaumburg, Illinois 60196
ATTN: Region One Engineer
Phone: 847.705.4000
Facsimile: 847.705.4203
Email: anthon.quigley@illinois.gov

COOK COUNTY:
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
ATTN: Superintendent
Phone: 312.603.1601
Facsimile: 312.603.9945
Email: john.yonan@cookcountyil.gov

VILLAGE OF ITASCA
550 W. Irving Park Road
Itasca, IL 60143
ATTN: Village Administrator
Phone: 630.773.0835
Facsimile: 630.773.2505
Email: cergo@itasca.com
VILLAGE OF HANOVER PARK
2121 W. Lake Street
Hanover Park, IL  60133
ATTN: Village Manager
Phone: 630.823.5600
Facsimile: 630.823.5607
Email: jmaller@hpiil.org

VILLAGE OF ROSELLE
31 S. Prospect St.
Roselle, IL  60172
ATTN: Village Administrator
Phone: 630.671.2804
Facsimile: 630.980.8558
Email: jodell@roselle.il.us

DU PAGE COUNTY:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL  60187
ATTN: Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: christopher.snyder@dupageco.org

VIII. AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing except as referenced in Section IX. hereinafter.

IX. ASSIGNMENT

A. The MUNICIPALITIES shall have the authority, upon execution of this AGREEMENT, to assign/and or delegate any of its future ownership, operations and maintenance responsibilities as referenced in Section IV. hereinafore with written notice to DU PAGE and by separate agreement with the PARTIES.
X. AUTHORITY TO EXECUTE/RELATIONSHIP

A. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

B. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

XI. GOVERNING LAW

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

B. The forum for resolving any disputes concerning the PARTIES’ respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

XII. SEVERABILITY

A. 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.

XIII. FORCE MAJEURE

A. No PARTY shall be liable for any delay or non-performance of its obligations caused by any contingency reasonably beyond its control, including, but not limited to, Acts of God, war, civil unrest, strikes, walkouts, fires and natural disasters.

XIV. ENTIRE AGREEMENT

A. 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.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective officials on the dates as shown.

COUNTY OF DU PAGE

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

ATTEST:

______________________________
Jean Kaczmarek
County Clerk

This ______ day of ________________________ 2019.
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _______________________________ Date: _______________________________
Jose R. Alvarez
Executive Director

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois
THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: __________________________
    Anthony Quigley, P.E.
    Region One Engineer

ATTEST:

______________________________

This _____ day of _____________ 2019.
COUNTY OF COOK, ILLINOIS

Toni Preckwinkle
President
Cook County Board of Commissioners

This _____ day of ___________________ 2019.

ATTEST:
__________________________________
County Clerk
(SEAL)

________________________________________
RECOMMENDED BY: APPROVED AS TO FORM:
Kimberly M. Foxx, State’s Attorney

____________________________________
John Yonan, P.E.
Assistant State’s Attorney
Superintendent
Department of Transportation and Highways
VILLAGE OF ITASCA

By: _____________________________
    Jeff Pruyn, Mayor

ATTEST:

________________________________________

This _____ day of ________________ 2019.
VILLAGE OF HANOVER PARK

By: _____________________________________________
Rodney Craig, Mayor

ATTEST:

___________________________________________

This _____ day of ______________________ 2019.
VILLAGE OF ROSELLE

By: ____________________________
    Andy Maglio, Mayor

ATTEST:

______________________________

This _____ day of ________________ 2019.
EXHIBIT A1
IL 390 Aesthetics Elements and Maintenance Responsibilities

<table>
<thead>
<tr>
<th>Location*</th>
<th>Sub-Location and Description*</th>
<th>Element</th>
<th>Agency</th>
<th>Responsibility</th>
<th>ROW Ownership and/or Jurisdiction**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>West of US 20 to EB IL 390 Entrance Ramp</td>
<td>Shrubs, trees and/or vegetation accents</td>
<td>Village of Hanover Park</td>
<td>Own/Operate/Maintain</td>
<td>IDOT ROW</td>
</tr>
<tr>
<td>1B</td>
<td>North of WB IL 390 Exit Ramp to US 20</td>
<td>Vertical identifier sign with lighting</td>
<td>Village of Hanover Park</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>1C</td>
<td>North of US 20 to EB IL 390 Entrance Ramp</td>
<td>Shrubs, trees and/or vegetation accents</td>
<td>Village of Hanover Park</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>1D</td>
<td>NB US 20 over IL 390 bridge fence</td>
<td>Decorative steel fence panels</td>
<td>Village of Hanover Park</td>
<td>If decorative fence gets damaged and/or needs repair, responsible for providing decorative material to IDOT and/or a cost differential between the standard galvanized fencing and the decorative upgrade.</td>
<td>IDOT bridge deck</td>
</tr>
<tr>
<td>2A</td>
<td>South of EB IL 390 Exit Ramp to Roselle Road</td>
<td>Vertical identifier sign with lighting</td>
<td>Village of Roselle</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>2B</td>
<td>North of WB IL 390 Exit Ramp to Roselle Road</td>
<td>Vertical identifier sign with lighting</td>
<td>Village of Roselle</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>2C</td>
<td>NB Roselle Road over IL 390 bridge fence</td>
<td>Decorative steel fence panels</td>
<td>Village of Roselle</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>3A</td>
<td>NB Plum Grove Road over IL 390 bridge fence</td>
<td>Decorative steel fence panels</td>
<td>Village of Roselle</td>
<td>Own/Operate/Maintain</td>
<td>Village of Roselle bridge deck</td>
</tr>
<tr>
<td>3B</td>
<td>Plum Grove Road over IL 390 bridge fence</td>
<td>Decorative steel fence panels</td>
<td>Village of Roselle</td>
<td>Own/Operate/Maintain</td>
<td>Village of Roselle bridge deck</td>
</tr>
<tr>
<td>4A</td>
<td>North of EB IL 390 Exit Ramp to IL 53</td>
<td>Gateway monument with lighting</td>
<td>Village of Itasca</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
<tr>
<td>4B</td>
<td>North of EB IL 390 Exit Ramp to IL 53</td>
<td>Shrubs, trees and/or vegetation accents</td>
<td>Village of Itasca</td>
<td>Own/Operate/Maintain</td>
<td>Illinois Tollway ROW</td>
</tr>
</tbody>
</table>

*Locations are shown on Exhibit A2.

**Permit(s) for maintenance access to be secured from the right of way/jurisdictional owner by the responsible party, as required by the owner.
1. SEE SHEET 6 FOR PLANT BED ENLARGEMENT.
2. SEE SHEET 16 FOR PLANT SCHEDULE AND PLANTING DETAILS.
3. THE LAYOUT FOR THE LANDSCAPING AND SIGNS IS GENERAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS PRIOR TO BEGINNING ANY CONSTRUCTION. THE LAYOUT SHALL BE SUCH THAT THE MINIMUM DISTURBANCE POSSIBLE TO THE EXISTING CONDITIONS AND EXISTING UTILITIES IS MAINTAINED. LOCATIONS OF ALL LANDSCAPING ELEMENTS AND SIGNS SHALL BE LAYED OUT FOR APPROVAL BY THE ENGINEER. DISTURBANCE TO ANY EXISTING CONDITIONS AND EXISTING UTILITIES NOT APPROVED BY THE ENGINEER SHALL BE REPLACED AT THE CONTRACTOR'S OWN EXPENSE.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
LANDSCAPE PLAN
LAKE STREET (US-20)
EXHIBIT A2 - Location 2

SEE SHEET 16 FOR PLANT SCHEDULE AND PLANTING DETAILS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS PRIOR TO BEGINNING ANY CONSTRUCTION. THE LAYOUT SHALL BE SUCH THAT THE MINIMUM DISTURBANCE POSSIBLE TO THE EXISTING CONDITIONS AND EXISTING UTILITIES IS MAINTAINED. LOCATIONS OF ALL LANDSCAPING ELEMENTS AND SIGNS SHALL BE LAYED OUT FOR APPROVAL BY THE ENGINEER.

DISTURBANCE TO ANY EXISTING CONDITIONS AND EXISTING UTILITIES NOT APPROVED BY THE ENGINEER SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT HIS OWN EXPENSE.

PLANT BED DIMENSION AREAS ARE APPROXIMATE. ACTUAL DIMENSIONS TO BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

LANDSCAPING PLAN
ROSELLE ROAD

SCALE: 1" = 20'
EXHIBIT A2 - Location 3

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

LANDSCAPE PLAN
PLUM GROVE ROAD

SCALE: 1" = 20'

EXHIBIT A2
LOCATION 3
EXHIBIT A2 - Location 4

NOTES:
1. SEE SHEET 16 FOR PLANT SCHEDULE AND PLANTING DETAILS.
2. THE LAYOUT FOR THE LANDSCAPING AND SIGNS IS GENERAL. IT IS
THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS
PRIOR TO BEGINNING ANY CONSTRUCTION. THE LAYOUT SHALL BE SUCH
THAT THE MINIMUM DISTURBANCE POSSIBLE TO THE EXISTING CONDITIONS
AND EXISTING UTILITIES IS MAINTAINED. LOCATIONS OF ALL LANDSCAPING
ELEMENTS AND SIGNS SHALL BE LAYED OUT FOR APPROVAL BY THE ENGINEER.
DISTURBANCE TO ANY EXISTING CONDITIONS AND EXISTING UTILITIES NOT
APPROVED BY THE ENGINEER SHALL BE REPLACED IN KIND BY THE
CONTRACTOR AT HIS/HER OWN EXPENSE.
3. PLANT BED DIMENSION AREAS ARE APPROXIMATE. ACTUAL DIMENSIONS
TO BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER.
4. PLANTING BED LOCATIONS ARE APPROXIMATE. ACTUAL LOCATION OF
PLANTING BEDS TO BE DETERMINED IN THE FIELD AND APPROVED BY THE
ENGINEER.
5. PLANT BEDS OR SIGNS MAY BE PLACED BEHIND THE PROPOSED SIGNS OR AT
A LOCATION APPROVED BY THE ENGINEER.
6. PLANTING BED DIMENSION AREAS ARE APPROXIMATE. ACTUAL DIMENSIONS
TO BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER.

THE LAYOUT FOR THE LANDSCAPING AND SIGNS IS GENERAL. IT IS
THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS
PRIOR TO BEGINNING ANY CONSTRUCTION. THE LAYOUT SHALL BE SUCH
THAT THE MINIMUM DISTURBANCE POSSIBLE TO THE EXISTING CONDITIONS
AND EXISTING UTILITIES IS MAINTAINED. LOCATIONS OF ALL LANDSCAPING
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DISTURBANCE TO ANY EXISTING CONDITIONS AND EXISTING UTILITIES NOT
APPROVED BY THE ENGINEER SHALL BE REPLACED IN KIND BY THE
CONTRACTOR AT HIS/HER OWN EXPENSE.

PLANT BED DIMENSION AREAS ARE APPROXIMATE. ACTUAL DIMENSIONS
TO BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER.

PLANT BEDS OR SIGNS MAY BE PLACED BEHIND THE PROPOSED SIGNS OR AT
A LOCATION APPROVED BY THE ENGINEER.

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A LOCATION APPROVED BY THE ENGINEER.

PLANT BEDS OR SIGNS MAY BE PLACED BEHIND THE PROPOSED SIGNS OR AT
A LOCATION APPROVED BY THE ENGINEER.
Resolution
DT-R-0046-20

ADDENDA 4

LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 34/31ST STREET FROM MEYERS ROAD TO YORK ROAD
SECTION 14-00259-05-CH
(ESTIMATED COUNTY COST $3,720,965.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic, desire to improve CH 34/31st Street, from Meyers Road to York Road, Section 14-00259-05-CH (hereinafter referred to as the 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 attached hereto, which outlines the financial participation of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of $7,029,865.00, of which up to $3,308,900.00 to be funded by the STATE, resulting in an estimated cost to the COUNTY of $3,720,965.00; 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 Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced AGREEMENT with the STATE; and

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

Enacted and approved this 28th day of January, 2020 at Wheaton, Illinois.

_____________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
Resolution

DT-R-0046-20

JEAN KACZMAREK, 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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

31st Street FAU 1467 3.25 miles 1.18 4.36

Location Termin

Meyers Road to York Road

Current Jurisdiction County of DuPage

Existing Structure Number(s) N/A Add Location Remove

PROJECT DESCRIPTION

Intersection improvements/widening at 31st St and IL 83 ramps and at Jorie Blvd. Resurfacing from Meyers Rd to York Rd.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation __________________________ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay 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) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - Monthly Payments of __________________________ due by the __________________________ of each successive month.

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. The LPA 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 - LPA's Share Balance __________________________ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor’s first and subsequent subsequent progress 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 adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.
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 Act 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, 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 Public 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, a jurisdictional addendum is required.

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

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 STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the STATE for 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. (Preliminary Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.

11. (Preliminary Engineering) In the event that right-of-way acquisition for, or 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 FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.

12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.

13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from the STATE. 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.

14. Certifies to the best of its knowledge and belief that it’s 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 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
   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.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

16. (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.

17. 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 an 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 (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. 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 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) 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 the twelve (12) months documenting the reason and the new anticipated date of completion. If 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.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date 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. LPA's spending 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 Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62704) 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.
27. That the LPA is required to register with the System for Award Management or SAM, 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/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:
1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for 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 pay estimates in accordance with the division of cost page.
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 federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for 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 and 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 enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). 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, obligation 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 the act exempt its application.

ADDENDA

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

| 1. Location Map |
| 2. Division of Cost |
| 3. IDOT Mutually Agreed Agreement Provisions |
| 4. LPA Appropriation Resolution |
| 5. GATA Addendum |
| 6. IGA with Village of Oak Brook |
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.

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
CH 34 (31st Street)
Meyers Road to York Road
Project Location Map

Exhibit 1-1
### ADDENDA NUMBER 2

<table>
<thead>
<tr>
<th>Construction</th>
<th>Job Number</th>
<th>Project Number</th>
<th>Engineering</th>
<th>Job Number</th>
<th>Engineering</th>
<th>Job Number</th>
<th>Right of Way</th>
<th>Job Number</th>
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<td></td>
<td>C-91-079-15</td>
<td>NE8Q(530)</td>
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#### DIVISION OF COST

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Federal Funds</th>
<th>State Funds</th>
<th>Local Public Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fund Type</td>
<td>Amount</td>
<td>%</td>
</tr>
<tr>
<td>Participating Construction</td>
<td>STU</td>
<td>$3,308,900.00</td>
<td>*</td>
</tr>
</tbody>
</table>

**Add**

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 70% not to exceed $3,308,900.00 for 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.
ADDENDUM #3
An Addendum to the Local Public Agency Agreement for Federal Participation between
the State of Illinois Department of Transportation and the County of DuPage
LPA/PROJECT LOCATION
Section No. 14-00259-05-CH
Project No.: NE8Q(530)

CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":

The following items are added:

1. Upon final field inspection of the improvement, the LA agrees to maintain, or cause to be maintained, the portion of 31st Street from St. Paschal Drive to Jorie Boulevard which is currently under the LA's jurisdiction. Drainage facilities, if any, within the LA right-of-way shall be the maintenance responsibility of the LA unless there is an agreement specifying different responsibilities.

2. Upon final field inspection by the STATE, the STATE agrees to maintain, or cause to be maintained, the northbound Illinois Route 83 off ramps which are currently under the STATE’s jurisdiction. Drainage facilities, if any, within the STATE right-of-way shall be the maintenance responsibility of the STATE unless there is an agreement specifying different responsibilities.

3. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersections will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.

4. Upon acceptance by the STATE, the jurisdiction, ownership and maintenance of the traffic signals at the intersections of 31st Street and Illinois Route 83 northbound and Illinois Route 83 southbound will be the responsibility of the STATE.

5. Upon acceptance by the STATE the jurisdiction, ownership and maintenance of the traffic signal interconnect from the traffic signal at the 31st Street and Illinois Route 83 southbound on/off ramps to the traffic signal at the 31st Street and Illinois Route 83 northbound on/off ramps will be the responsibility of the STATE.

6. Upon acceptance of the traffic signal installations by the STATE the financial responsibility for maintenance and electrical energy for the operation of the modernized traffic signals at the intersections of 31st Street and Illinois Route 83 northbound and Illinois Route 83 southbound shall be as follows:

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>STATE</th>
<th>100%</th>
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<tbody>
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<td></td>
<td>LPA</td>
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<th>Energy</th>
<th>STATE</th>
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<td></td>
<td>LPA</td>
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7. The actual maintenance of traffic signals at the intersections of 31st Street and Illinois Route 83 northbound and Illinois Route 83 southbound will be performed by the STATE with its own forces or through ongoing contractual agreement.

8. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersections above shall be borne by the LA.

9. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.
10. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Eemption System" equipment, located at the traffic signals to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the LA for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Eemption System" equipment.

11. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals along Illinois Route 83 which requires modernization or reconstruction to said traffic signals, then the LA agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.

The parties hereto agree that the traffic signal maintenance and energy provisions of this AGREEMENT shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this AGREEMENT or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

The STATE and LA shall proportionately share the non-federal portion of the traffic signal modernization at the 31st Street and Illinois Route 83 southbound on/off ramps and at the 31st Street and Illinois Route 83 northbound on/off ramps per Exhibit A.
Addendum No. 5

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx )
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE
AND
THE VILLAGE OF OAK BROOK
CH 34/31st STREET FROM MEYERS ROAD TO YORK ROAD
SECTION NO.: 14-00259-05-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 10th day of December, 2019, 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 Oak Brook, (hereinafter referred to as the "VILLAGE"), a municipal corporation with offices at 1200 Oak Brook Road, Oak Brook, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to improve CH 34/31st Street from Meyers Road to York Road, including at Jorie Boulevard, County Section 14-00259-05-CH (hereinafter referred to as the "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 public; and

WHEREAS, the COUNTY has determined that the acquisition of temporary construction easements and right-of-way from the VILLAGE are required for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual project, cost and maintenance 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, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of the "Local Government Property Transfer Act," 50 ILCS 605/1(c); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a municipality for any municipal or public purpose of the transferee municipality; 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 previously, by Ordinance (ODT-), declared the need for said Land Acquisition; and

WHEREAS, the COUNTY and VILLAGE shall work collaboratively on said Land Acquisition; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the COUNTY and VILLAGE are public agencies as that term is defined in 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 thereof, the same constituting the factual basis for this AGREEMENT.

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

2.1. The PROJECT includes, but is not limited to, milling and resurfacing CH 34/31st Street, patching, curb and drainage repairs, and at Jorie Boulevard, intersection improvements including constructing an additional eastbound left turn lane, constructing a westbound right turn lane, traffic signal modernization, and other appurtenant and necessary work.

2.2. The PROJECT includes the land acquisition of property along CH 34/31st Street, in fee and temporary construction easements as set forth in the attached Exhibits B and C.

3.0 RESPONSIBILITIES - JOINT

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

3.2. The COUNTY and VILLAGE agree that the contract documents for the PROJECT are being prepared in an effort to minimize the need to relocate VILLAGE utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have been caused based on the information provided to the COUNTY from the VILLAGE, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the VILLAGE.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall be responsible for all PROJECT costs except as noted hereinafter, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, coordinating with the Illinois Department of Transportation for letting/awarding of a construction contract, permit processing except as noted in paragraph 5.3 hereinafter, and utility coordination except as noted in paragraph 3.2 hereinabove, and construction engineering for the PROJECT.
4.2. Both the COUNTY and VILLAGE agree that the COUNTY shall administer the contract for the construction of the PROJECT.

4.3. The COUNTY agrees, if necessary, to make arrangements for and apply for permits for PROJECT required adjustments, relocations and modifications, etc. to VILLAGE utility facilities, which are in conflict with the PROJECT at no expense to the VILLAGE.

4.4. The COUNTY will submit Pre-final Plans and Specifications for the PROJECT 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.

4.5. The COUNTY shall reimburse the VILLAGE for pass through consultant plan review and inspection fees concerning the stormwater permit as referenced in paragraph 5.1 hereinafter.

4.6. The COUNTY shall pay to the VILLAGE $180,000.00 as the fair market value for the proposed acquisition of VILLAGE owned property following execution of this AGREEMENT.

5.0 RESPONSIBILITIES OF THE VILLAGE

5.1. The VILLAGE agrees to waive VILLAGE administration fees for plan/stormwater permit reviews/inspections for the PROJECT. This waiver shall not include pass through consultant plan review and inspection fees, for which the COUNTY will reimburse the VILLAGE. The COUNTY agrees to reimburse the VILLAGE within sixty (60) days of receipt of a properly documented invoice from the VILLAGE.

5.2. Simultaneously with the approval of this AMENDMENT, the VILLAGE shall grant to the COUNTY, at no cost to the COUNTY, 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, subject to 4.6 hereinbefore. The Village will convey said title to the COUNTY under the Local Government
Property Transfer Act, 50 ILCS 605/2, and Village will comport with all requirements under the statute.

5.3. 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 which are in conflict with the PROJECT at no expense to the COUNTY.

5.4. The VILLAGE agrees to reimburse the COUNTY fifty percent (50%) of the local match of construction costs for the traffic signal modernization at Jorie Boulevard. VILLAGE’S share estimated to be $51,000.00.

5.5. The VILLAGE agrees to reimburse the COUNTY an additional ten percent (10%) of the VILLAGE’s actual final share of construction cost of the signal work at Jorie Boulevard for construction engineering.

5.6. The VILLAGE agrees to reimburse the COUNTY fifty percent (50%) of the actual design engineering cost for the signal work at Jorie Boulevard. VILLAGE’S share estimated to be $8,400.00.

5.7. The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated VILLAGE cost for construction and construction engineering as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices. Upon completion of the signal work at Jorie Boulevard 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 estimated VILLAGE cost. All invoices shall be paid within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.8. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of the VILLAGE’s share of design engineering costs upon award of a construction contract.

5.9. The VILLAGE agrees to pay for all monthly energy costs for the traffic signal upon completion of the PROJECT and shall be invoiced directly by the energy provider.
for the traffic signal. The COUNTY and VILLAGE shall mutually coordinate to assure the energy provider has all necessary information to correctly invoice the VILLAGE for all monthly energy costs. In the event of erroneous billing, the VILLAGE agrees to provide whatever available documentation regarding the signal that is needed to correct such billing errors.

5.10. The VILLAGE agrees to pay fifty percent (50%) of the maintenance costs for the signal upon completion of the project. The COUNTY will invoice the VILLAGE annually for the traffic signal maintenance costs.

5.11. If, in the future, the COUNTY improves 31st Street which results in the need to modernize and reconstruct the traffic signal at Jorie Boulevard, and/or if it is determined that the signal requires modernization or reconstruction due to age, condition, etc., the VILLAGE agrees to reimburse the COUNTY for its share of the cost of the improvement to the signal in proportion to the number of approaches to the intersection maintained by the VILLAGE.

5.12. The stormwater permitting authority for the PROJECT is within the corporate limits of the VILLAGE. Therefore, the VILLAGE will be approving and issuing the stormwater permit certification.

5.13. For the PROJECT, all plan reviews and approvals shall be done in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance and VILLAGE codes.

6.0 MAINTENANCE

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

6.2. Upon completion of the PROJECT, the COUNTY shall own, operate and maintain the traffic signal at Jorie Boulevard and shall provide and pay for all costs
associated with the future maintenance and repair of the signal with reimbursement by the VILLAGE as hereinbefore referenced in 5.10.

7.0 INDEMNIFICATION

7.1. The COUNTY shall, to the extent permitted by law, 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. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. 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.

7.2. The VILLAGE shall, to the extent permitted by law, 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. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. 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 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 COUNTY, or in the event of change in the laws of the State of Illinois governing 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.

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

7.4. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, directors,
officers, agents and employees, from defending through
the selection and use of their own agents, attorneys
and experts, any claims, suits, demands, proceedings
and actions brought against them. The VILLAGE’s
participation in its defense shall not remove COUNTY’s
duty to indemnify, defend, and hold the VILLAGE
harmless, as set forth above.

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

7.6. 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 7.0 hereof
shall terminate when the PROJECT and signal work is
completed, and the VILLAGE assumes its maintenance
responsibilities as set forth in paragraph 6.1 hereof.

8.0 GENERAL

8.1. 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 except as defined in paragraph 6.2
hereinabove.

8.2. Whenever in this AGREEMENT, approval or review of
either the COUNTY or VILLAGE is provided for, said
approval or review shall not be unreasonably delayed
or withheld.

8.3. In the event of a dispute between the COUNTY and
VILLAGE representatives in the preparation of the
Plans and Specifications, or changes thereto, or in
carrying out the terms of this AGREEMENT, the County
Engineer of the COUNTY and the Village Manager of the
VILLAGE shall meet and resolve the issue.

8.4. At the pre-construction meeting for the PROJECT, each
party shall designate a representative to the other
party who shall serve as the full time representative
of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

8.5. 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.

9.0 ENTIRE AGREEMENT

9.1. 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.

10.0 NOTICES

10.1. 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.

Riccardo Ginex
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
Phone: 630.368.5000
Fax: 630.368.5045
Email: villagemail@oak-brook.org
11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

12.0 ASSIGNMENT

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

14.1. 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.
15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

Signature on File

Daniel J. Cronin, Chairman
DuPage County Board

VILLAGE OF OAK BROOK

Signature on File

Gopal G. Lalmalani
Village President

ATTEST:

Signature on File

JeAn Kaczmarek
County Clerk

ATTEST:

Signature on File

Chariotte K. Pruss
Village Clerk

Oak Brook IGA – 31 st Street Meyers Rd. to York Rd. 12 10/25/2019
EXHIBIT A
ESTIMATE OF VILLAGE COST
TRAFFIC SIGNAL AT JORIE BOULEVARD

Estimate of design engineering: $8,400.00
Estimate of construction costs: $340,000.00
Less Federal Share: $238,000.00
Net VILLAGE/COUNTY Share: $102,000.00
VILLAGE Share (50%): $51,000.00
Estimate of construction engineering
(10% of VILLAGE share of construction costs): $5,100.00
Total Estimate of VILLAGE COST: $64,500.00
EXHIBIT B

P.I.N.
06-33-103-013, 06-26-400-012 and
06-25-300-017
Parcel          County
Parcel 13TE    DuPage
Parcel 17TE-A&B
Parcel 18TE-A&B
Street Address
2915 Oak Brook Road
1200 Oak Brook Road
600 Oak Brook Road
Oak Brook, Illinois 60523
Section
14-00259-05-CH
CH #34
31st Street Intersection
Improvements

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, Village of Oak Brook, for and in consideration of Ten ($10.00) Dollars, hereby represents that it owns the fee simple title to and grants the temporary right, casement 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.
GRANT OF TEMPORARY EASEMENT

Dated this 12th day of November A.D., 2019

VILLAGE OF OAK BROOK

By: ____________________________

Title: Village President

Attest:

Title: Village Clerk

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that Virginia L. LeMaha and Charlotte B. Trzes, personally known to me to be the President and Clerk of the Village of Oak Brook who are 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 President and Clerk, they signed and delivered said instrument pursuant to the authority given by the Oak Brook 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 November 12, 2019, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of November 2019.

Commission expires August 7, 2023

THIS DOCUMENT HAS BEEN PREPARED BY:

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

Notary Public

Rania Nasr-Serences
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 7, 2023

(COUNTY APPROVED FORM AS OF 12-7-16) - 2 - NON-RESIDENTIAL - MUNICIPALITIES
That part of Lot 1 in Oak Brook Subdivision No. 1, being a subdivision of the Northwest Quarter of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Beginning at the northwest corner of said Lot 1; thence North 89 degrees 42 minutes 26 seconds East on the north line of said Lot 1, a distance of 35.00 feet; thence South 43 degrees 46 minutes 46 seconds West, 48.69 feet to the west line of said Lot 1; thence North 02 degrees 08 minutes 54 seconds West on said west line, 35.00 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 013TE containing 0.014 acre or 612 square feet, more or less.
That part of Lot 1 in Oak Brook Village Commons, being a Resubdivision of Lot 1 in Oak Brook Village Green Subdivision, of part of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1974, as Document Number R74-14102, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the southwest corner of said Lot 1; thence North 02 degrees 07 minutes 02 seconds West on the west line of said Lot, 40.00 feet to the Point of Beginning; thence continuing North 02 degrees 07 minutes 02 seconds West on said west line, 6.57 feet; thence South 51 degrees 43 minutes 16 seconds East, 41.83 feet; thence North 88 degrees 18 minutes 08 seconds East, 147.35 feet; thence North 88 degrees 07 minutes 27 seconds East, 366.49 feet; thence South 01 degrees 52 minutes 33 seconds East, 21.00 feet; thence North 88 degrees 07 minutes 27 seconds East, 125.00 feet; thence South 01 degrees 52 minutes 33 seconds East, 9.00 feet to the south line of said Lot 1; thence South 88 degrees 07 minutes 27 seconds West on said south line, 129.50 feet; thence North 01 degrees 52 minutes 33 seconds West, 9.00 feet; thence South 88 degrees 07 minutes 27 seconds West, 110.50 feet; thence North 01 degrees 52 minutes 33 seconds West, 16.00 feet; thence South 88 degrees 07 minutes 27 seconds West, 251.50 feet; thence South 88 degrees 18 minutes 08 seconds West, 149.18 feet; thence North 51 degrees 43 minutes 16 seconds West, 39.39 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 017TE-A containing 0.133 acre or 5,782 square feet, more or less.
That part of Lot 1 in Oak Brook Village Commons, being a Resubdivision of Lot 1 in Oak Brook Village Green Subdivision, of part of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1974, as Document Number R74-14102, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the southeast corner of said Lot 1; thence South 88 degrees 07 minutes 27 seconds West on the south line of said Lot, 20.00 feet to the Point of Beginning; thence continuing South 88 degrees 07 minutes 27 seconds West on said south line, 40.00 feet; thence North 01 degrees 52 minutes 33 seconds West at right angles to the last described course, 30.00 feet; thence North 88 degrees 07 minutes 27 seconds East, 40.00 feet; thence South 01 degrees 52 minutes 33 seconds East, 30.00 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 017TE-B containing 0.028 acre or 1,200 square feet, more or less.
Route: 31st Street (C.H. 34)
Section: 14-00259-05-CH
County: DuPage
Job No.: R-55-001-97
Parcel Number: 018TE-A
Sta.: 171+77.25 to 172+62.25
PIN: 06-25-300-017

That part of Lot 1 in Sports Core Subdivision, being a subdivision of part of Section 25 and Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 9, 1979, as Document Number R79-27848, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the southwest corner of the Southwest Quarter of said Section 25; thence North 02 degrees 08 minutes 58 seconds West, 74.14 feet to the northerly Right-of-Way line 31st Street (Oak Brook Road) as described in deed recorded July 25, 2001 as Document No. R2001-152404; thence North 88 degrees 03 minutes 37 seconds East on said Right-of-Way line, 68.00 feet to the Point of Beginning; thence North 01 degrees 56 minutes 23 seconds West at right angles to the last described course, 35.00 feet; thence North 88 degrees 03 minutes 37 seconds East, 85.00 feet; thence South 01 degrees 56 minutes 23 seconds East, 35.00 feet to said Right-of-Way line; thence South 88 degrees 03 minutes 37 seconds West on said Right-of-Way line, 85.00 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 018TE-A containing 0.068 acre or 2,975 square feet, more or less.
That part of Lot 1 in Sports Core Subdivision, being a subdivision of part of Section 25 and Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 9, 1979, as Document Number R79-27848, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Commencing at the southwest corner of the Southwest Quarter of said Section 25; thence North 02 degrees 08 minutes 58 seconds West, 74.14 feet to the northerly Right-of-Way line 31st Street (Oak Brook Road) as described in deed recorded July 25, 2001 as Document No. R2001-152404; thence North 88 degrees 03 minutes 37 seconds East on said Right-of-Way line, 619.00 feet to the Point of Beginning; thence North 01 degrees 56 minutes 23 seconds West at right angles to the last described course, 20.00 feet; thence North 88 degrees 03 minutes 37 seconds East, 50.00 feet to said Right-of-Way line; thence South 01 degrees 56 minutes 23 seconds East, 20.00 feet to said Right-of-Way line; thence South 88 degrees 03 minutes 37 seconds West on said Right-of-Way line, 50.00 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 018TE-B containing 0.023 acre or 1,000 square feet, more or less.
EXHIBIT C
QUIT-CLAIM DEED
(County to Corporation)

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 Oak Brook, 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 THEREOF.

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: 06-26-400-012

Address of Real Estate: 1200 Oak Brook Road, Oak Brook, Illinois 60523

DATED this 12th day of November, 2019

Village of Oak Brook
Signature on File

Signature on File

Attest:
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 Jeffrey L. Landau, personally known to me to be the President of the Village of Oak Brook, an Illinois municipal corporation, and Charlotte K. Pruss, 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 President 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 November 12, 2019 (County Resolution DT—______), 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 12th day of November 2019.

Commission expires August 7, 2023

Notary Public

Prepared and Submitted by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

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

Date: November 12, 2019

Signature of Buyer, Seller or Representative
That part of Lot 1 in Oak Brook Village Commons, being a Resubdivision of Lot 1 in Oak Brook Village Green Subdivision, of part of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1974, as Document Number R74-14102, described as follows using bearings and distances referenced to Illinois State Plane Coordinate System, East Zone, NAD 83 (2011):

Beginning at the southwest corner of said Lot 1; thence North 02 degrees 07 minutes 02 seconds West on the west line of said Lot, 40.00 feet; thence South 51 degrees 43 minutes 16 seconds East, 39.39 feet to a point 30.00 feet east of (as measured at right angles to) said west line of Lot 1, being also 25.00 north of (as measured at right angles to) the south line of said Lot 1 at the intersection of the west line of the Southeast Quarter of said Section 26; thence North 88 degrees 08 minutes 08 seconds East, parallel with said south line of Lot 1, a distance of 149.18 feet; thence North 88 degrees 07 minutes 27 seconds East parallel with the said South line of Lot 1, a distance of, 251.50 feet; thence South 01 degrees 52 minutes 33 seconds East at right angles to the last described course, 16.00 feet; thence North 88 degrees 07 minutes 27 seconds East, 110.50 feet; thence South 01 degrees 52 minutes 33 seconds East, 9.00 feet to said south line of Lot 1; thence on said south line of Lot 1 the following courses; South 88 degrees 07 minutes 27 seconds West, 362.03 feet; thence South 88 degrees 18 minutes 08 seconds West, 110.78 feet; thence North 82 degrees 58 minutes 59 seconds West, 66.00 feet; thence North 85 degrees 59 minutes 14 seconds West, 3.11 feet to the Point of Beginning, in DuPage County, Illinois.

Said parcel 017TK containing 0.270 acre or 11,783 square feet, more or less.
TO: Transportation Committee
FROM: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DATE: January 21, 2020
RE: CH 34/31st Street, Meyers Road to York Road
Stormwater Permit Fees

Action:
Transportation Committee approval to pay the Stormwater permit review fee of $16,910.00 to the Village of Oak Brook for the improvement of CH 34/31st Street, from Meyers Road to York Road.

DuPage County DOT is preparing plans for the improvement of 31st Street from Meyers Road to York Road in the Village of Oak Brook. The scope of work will include channelization improvements at 31st Street and the Illinois 83 ramps and at Jorie Boulevard, traffic signal modernization, resurfacing and other appurtenant improvements. As part of the project, DuDOT was required to secure a stormwater permit from the Village. The cost to DuDOT for securing a Village permit is $16,910.00.