

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF DOWNERS GROVE
FOR THE PLACEMENT AND COLLOCATION
OF AUTOMATED LICENSE PLATE READERS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2024 between the County of DuPage (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Downers Grove (hereinafter referred to as "MUNICIPALITY"), a home rule municipal corporation with offices at 801 Burlington Avenue, Downers Grove, IL 60515. The COUNTY and the MUNICIPALITY are sometimes referenced individually as "PARTY" or together as the "PARTIES" in this AGREEMENT.

RECITALS

WHEREAS, the Illinois General Assembly has granted the COUNTY the exclusive authority to manage the roads, highways and related property that are under its jurisdiction; and

WHEREAS, the COUNTY has received an application for a permit for the installation of automated license plate readers (hereinafter "ALPR" or "ALPRs") at various locations that are under the COUNTY's jurisdiction ("PROJECT"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that installing ALPRs at various locations within the COUNTY's jurisdiction will benefit the public at large by improving law enforcement's ability to timely identify vehicles that may be related to unlawful activity; and

WHEREAS, the COUNTY and the MUNICIPALITY desire to define installation, future maintenance and energy responsibilities and costs related to said ALPRs; and

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

WHEREAS, the MUNICIPALITY, by virtue of its home rule powers and as set forth in the "Municipal Code" (65 ILCS 1/1-1-1 *et seq.*), is authorized to enter into this AGREEMENT.

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 WORK

2.1 The ALPR components addressed in this AGREEMENT shall include, but not be limited to, the camera, junction box, cables, raceways, power supply, circuit breaker, and other peripherals and related appurtenances, and is hereinafter referred to as "ALPR SYSTEM".

2.2 The "COUNTY'S INFRASTRUCTURE", as used herein, includes the following equipment (hereafter "EQUIPMENT") subject to this AGREEMENT:

- traffic signal mast arm(s);
- traffic signal post(s);
- traffic signal cabinet;
- all related raceways and handholes
- TRAFFIC SIGNAL INSTALLATION, including, but not limited to, all of the above individual equipment
- street light pole(s);
- street light cabinet;
- all related raceways and handholes
- STREET LIGHT SYSTEM, including, but not limited to, all of the above individual street light equipment.

2.3 The locations that comprise the COUNTY'S INFRASTRUCTURE subject to this AGREEMENT, include the following:

- the intersection of 75th Street & Williams Street/Exner Road;
- the intersection of 75th Street & Woodward Avenue;
- the intersection of 63rd Street & Leonard Avenue;
- any other locations for which the COUNTY approves a future permit application submitted by the MUNICIPALITY in relation to the installation of an ALPR SYSTEM on the COUNTY'S INFRASTRUCTURE.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1 The COUNTY, subject to review and approval, shall authorize the MUNICIPALITY to place ALPRs in various locations under the COUNTY's jurisdiction via permit (hereinafter "PERMIT"), and this AGREEMENT will be incorporated into future permits granted by the COUNTY.
- 3.2 The COUNTY agrees to allow the installation of ALPR SYSTEMS on its EQUIPMENT, including the attachment of raceways, junction box(es) and/or enclosure(s) to, and the installation of cable within COUNTY-owned mast arms, light poles, and posts, as indicated on the plans approved in connection with the PERMIT(attached hereto as Exhibit A).
- 3.3 The COUNTY agrees, when indicated on the plans approved in connection with the PERMIT, and subject to the terms of this AGREEMENT, that the MUNICIPALITY shall be allowed to utilize the traffic signal or street light system power for the ALPR SYSTEM(s). The use of the power source shall be subject to specific requirements as detailed in the PERMIT special provisions and plans.
- 3.4 When performing maintenance or improvements to its INFRASTRUCTURE, the COUNTY will make reasonable efforts to avoid interfering with ALPR SYSTEMS.
- 3.5 The COUNTY grants the MUNICIPALITY a revocable license to access COUNTY INFRASTRUCTURE for the express purposes of facilitating the MUNICIPALITY's installation, maintenance, repair, use and removal of the ALPR SYSTEMS, in accordance with the terms in this AGREEMENT and the PERMIT attached hereto(see Exhibit A).

4.0 RESPONSIBILITIES OF THE MUNICIPALITY

- 4.1 The MUNICIPALITY will have all work performed by an IDOT qualified electrical contractor specializing in traffic signals (hereinafter "CONTRACTOR"). The CONTRACTOR is to have IMSA Traffic Signal Level II certified employees performing the installation and maintenance of the ALPR SYSTEMS.
- 4.2 The MUNICIPALITY shall install a separate circuit breaker within the COUNTY's cabinets and shall install dedicated cables through the COUNTY raceways and handholes to furnish power to the installed ALPR SYSTEM(s) and assume all costs for power to the installed ALPR SYSTEM(s).

4.3 The MUNICIPALITY shall be required to accept a transfer of maintenance from the COUNTY of the entire affected EQUIPMENT prior to performing the initial installation of an ALPR SYSTEM on the COUNTY's INFRASTRUCTURE. Upon completion of the initial installation, the COUNTY shall accept a transfer of maintenance back, subject to any repairs deemed necessary at COUNTY's sole discretion, which are to be performed by the MUNICIPALITY at its own expense.

The MUNICIPALITY shall request a maintenance transfer from the COUNTY a minimum of seven (7) days in advance of the initial installation.

4.4 The MUNICIPALITY shall notify the COUNTY forty-eight (48) hours prior to the commencement of any activity to affect the installation of the permitted equipment and within seven (7) days following the completion of the installation to facilitate inspection by the COUNTY. The COUNTY shall conduct an inspection within a reasonable timeframe after receiving notice of completion.

4.5 The MUNICIPALITY will furnish a sticker/label with the contact name and phone number for the ALPR SYSTEM, as well as the vendor name and phone number for the interior of the traffic signal cabinet or street lighting cabinet and for the exterior of any ALPR related junction boxes or enclosures as directed by the COUNTY.

4.6 The MUNICIPALITY shall not modify or interfere with the COUNTY's INFRASTRUCTURE without giving prior notice to the COUNTY for any work related to ALPR SYSTEMS.

4.7 The MUNICIPALITY is responsible for applying for a permit and submitting plans for review and approval if an ALPR or any component of an ALPR SYSTEM is to be moved to another location on the COUNTY's INFRASTRUCTURE, prior to such relocation.

4.8 The MUNICIPALITY is responsible for plugging any open holes in the COUNTY-owned mast arms, cabinets, or signal posts resulting from the maintenance or removal of any ALPR in accordance with the COUNTY's special provisions in effect at the time of maintenance or removal.

4.9 The MUNICIPALITY may submit future permit applications related to the installation of ALPR's in locations under the COUNTY's jurisdiction, other than included in Section 2.3 of this AGREEMENT, prior to installation, which will be considered subject to the terms of this AGREEMENT.

5.0 MAINTENANCE RESPONSIBILITIES

- 5.1 The COUNTY will maintain its INFRASTRUCTURE and repair or replace its equipment as necessary to fulfill its own service requirements and as required by law. The COUNTY's maintenance and repair will take precedence over all other MUNICIPALITY's maintenance and repair needs.
- 5.2 The MUNICIPALITY shall, at its sole cost and expense, maintain its ALPR SYSTEMS in good, safe condition and repair. The MUNICIPALITY agrees to maintain its ALPR SYSTEMS in such a manner so as not to endanger or interfere with the use of the COUNTY INFRASTRUCTURE by the COUNTY or others granted a right to install ALPRs or other permitted equipment on said COUNTY INFRASTRUCTURE.
- 5.3 The MUNICIPALITY shall be required to accept a maintenance transfer of all of the EQUIPMENT associated with the proposed location, including the entire TRAFFIC SIGNAL INSTALLATION or the entire STREET LIGHT SYSTEM, with said maintenance having to be completed by its CONTRACTOR, prior to the MUNICIPALITY or its CONTRACTOR performing any installation, repair, modification, maintenance, or replacement work to the ALPR SYSTEM on the EQUIPMENT, which includes, but is not limited to, traffic signal equipment (e.g., traffic signal heads, video detection, emergency vehicle preemption, traffic signal controller cabinets) and street lighting equipment. Upon completion of the work, the COUNTY shall accept a transfer of maintenance back, subject to any repairs deemed necessary at the COUNTY's sole discretion, to be performed by the MUNICIPALITY at MUNICIPALITY's own expense.
- 5.4 The MUNICIPALITY shall request a maintenance transfer from the COUNTY a minimum of seven (7) days in advance of planned work as outlined in Section 5.3 above. The MUNICIPALITY shall request a maintenance transfer from the COUNTY as soon as may be practical for any emergency maintenance or repair of the ALPR or ALPR SYSTEM. Work performed by the MUNICIPALITY or its agents prior to notification to the COUNTY shall constitute acceptance of maintenance of the INFRASTRUCTURE by the MUNICIPALITY. Emergency maintenance shall be limited to any condition which may be of immediate danger to any persons, equipment, or property. MUNICIPALITY shall make reasonable efforts to provide notice to COUNTY prior to initiating emergency maintenance.

- 5.5 The MUNICIPALITY shall obtain a permit for any maintenance or repairs on any ALPR SYSTEM.
- 5.6 The MUNICIPALITY, and its CONTRACTOR, will be required to take maintenance of the traffic signal installation for a minimum of twenty-four (24) hours if the CONTRACTOR needs to perform work on the ALPR that will involve any of the following:
- a) Initial installation of the ALPR SYSTEM;
 - b) Rewiring of the ALPR SYSTEM;
 - c) Opening the COUNTY-owned traffic signal controller cabinet or street lighting cabinet to access the breaker for the ALPR;
 - d) Opening any ALPR junction box or enclosure affixed to COUNTY-owned equipment for any reason;
 - e) Using a bucket truck to access the ALPR SYSTEM (lane closures may be needed); or
 - f) To replace any component(s) of the ALPR SYSTEM
- 5.7 Any notice related to the transfer of maintenance responsibilities or the commencement of work shall be confirmed by both PARTIES in writing, which may include writings sent and received via e-mail.

6.0 INTERFERENCE OR DAMAGE OF EQUIPMENT

- 6.1 The MUNICIPALITY, upon receipt of any notice from the COUNTY that any ALPR SYSTEMS are causing interference, agrees that it will, at its sole cost and expense, take all necessary steps to correct such interference within a timeframe that is reasonable to remedy the interference, including, but not limited to, the installation of filters, shielded cables, or relocation of any ALPR SYSTEM.
- 6.2 Upon receipt of any notice to the COUNTY that there is an immediate danger to any persons, equipment, property, or facilities of the COUNTY or any other party including the general public, which is caused by an ALPR SYSTEM, the COUNTY will take all actions it deems necessary or appropriate to remedy such matter, including without limitation, the removal from the COUNTY INFRASTRUCTURE any ALPR SYSTEM causing such danger.

The MUNICIPALITY shall pay the COUNTY, upon 30 days' written notice, for all costs incurred by the COUNTY directly related to such remedial activities provided that prompt, prior notice to the MUNICIPALITY to remedy the danger was impractical given the nature of such danger.

- 6.3 The COUNTY shall have no liability of any kind or nature whatsoever for any actions taken by the COUNTY to remedy such danger or interference unless such liability is caused by the COUNTY's negligent, reckless or willful misconduct.
- 6.4 The MUNICIPALITY shall remove any damaged or dangerous equipment in a reasonably expedient manner after notification to remove the same.
- 6.5 In the event of a traffic accident or other incident in which the ALPR is separated from the INFRASTRUCTURE, the COUNTY will make reasonable efforts to call the contact name and number as listed on the sticker/label. When possible, the COUNTY will secure and store the ALPR until the MUNICIPALITY makes arrangements for retrieval.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall indemnify, hold harmless and defend the MUNICIPALITY, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.
 - 7.1.1. The PARTIES 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 the MUNICIPALITY 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 MUNICIPALITY, or any person or entity claiming a right through the MUNICIPALITY, or in the event of change in the laws of the State of Illinois governing the 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 MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

7.2.1 The PARTIES acknowledge that the MUNICIPALITY has made no representations, assurances or guaranties regarding the MUNICIPALITY's or any successor's or assign's authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the MUNICIPALITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through the COUNTY, or in the event of change in the laws of the State of Illinois governing the MUNICIPALITY'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 the MUNICIPALITY'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 MUNICIPALITY, 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 MUNICIPALITY's participation in its defense shall not remove the COUNTY's duty to indemnify, defend, and hold the MUNICIPALITY harmless, as set forth above.

7.5 The parties do not waive, by these indemnity requirements, any defenses or protections available to them under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or any other applicable law, by virtue of the provisions set forth in this Section or any other Section of this AGREEMENT. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The PARTIES' indemnification under Section 7.0 hereof shall terminate when the TRAFFIC SIGNAL work is completed, and the MUNICIPALITY assumes their maintenance responsibilities as set forth above.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the placement and collocation of ALPRs and ALPR SYSTEMS and supersedes all previous communications or understandings whether oral or written on this subject.

9.0 NOTICES

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

For VILLAGE OF DOWNERS GROVE:

David Fieldman
Village Manager
801 Burlington Avenue
Downers Grove, IL 60515
Phone: 630.434.5526
Email: dfieldman@downers.us

For DuPAGE COUNTY:

William C. Eidson, P.E.
Acting Director of Transportation/County Engineer
421 N. County Farm Road
Wheaton, IL 60187
Phone: 630.407.6900
Email: william.eidson@dupagecounty.gov

10.0 TERM OF AGREEMENT

10.1 The term of this AGREEMENT and associated PERMIT shall be for an initial period of five (5) years following the County Board approval date given at the top of this AGREEMENT, irrespective of the expiration date on the permit. Unless terminated sooner in accordance with this AGREEMENT, the PERMIT and this AGREEMENT shall automatically and continually be renewed on the same terms and conditions as set forth herein for consecutive five (5) year periods.

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.
- 11.2 Either PARTY may terminate this AGREEMENT for any reason, or no reason at all, by providing 90 days' advance written notice to the other PARTY in accordance with the notice provisions set forth in Section 9.0 above.
- 11.3 Either PARTY may terminate this AGREEMENT and the associated PERMIT if there is a default of any material term or condition of the PERMIT and does not cure the same in accordance with Section 14.
- 11.4 Material breaches include but are not limited to the following:
- a) the MUNICIPALITY evades or attempts to evade any material provision of the PERMIT;
 - b) the MUNICIPALITY knowingly makes a material misrepresentation of fact in the application for the PERMIT;
 - c) the MUNICIPALITY fails to take timely corrective action to address noted deficiencies;
 - d) the COUNTY unreasonably interferes with the ALPR SYSTEMS or MUNICIPALITY's use thereof.

11.5 Upon termination of this AGREEMENT for any reason, the MUNICIPALITY shall remove the ALPRs and ALPR SYSTEMS that are the subject of this AGREEMENT within ninety (90) days after receiving notice from the COUNTY to remove the same.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent

that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

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

12.3 This AGREEMENT shall not be deemed or construed to create any rights or benefits in or to any third parties.

13.0 SEVERABILITY

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

14.0 BREACH

14.1 Any notice by a party alleging a default or breach of this AGREEMENT, or exercising its right to terminate this AGREEMENT, shall be served upon the COUNTY or the MUNICIPALITY as directed to the PARTIES in the manner given in Section 9 above.

14.2 Unless a specific provision of this AGREEMENT provides a more specific timeframe, if a Party is in default of a material term of this AGREEMENT, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any default, provided the defaulting Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the defaulting Party commences the cure within the thirty (30) day period

and thereafter continuously and diligently pursues to cure to completion. If the defaulting Party fails to timely cure any default in accordance with this Section 13, then the defaulting Party shall be in breach. The non-defaulting Party may maintain any action or effect any remedies for breach against the Party in breach subsequent to the thirty (30) day cure period, as potentially extended to ninety (90) days based on circumstances.

- 14.3 In the event of a breach with respect to a material provision of this AGREEMENT, without limiting, other than by the specific terms of this AGREEMENT, the non-breaching Party may exercise any right or remedy which the non-breaching Party may have by reason of such breach, including the right to terminate this AGREEMENT and/or pursue any remedy now or hereafter available to the non-breaching Party under the laws or judicial decisions of the State of Illinois. Further, upon a breach by the MUNICIPALITY, the COUNTY may at its option (but without obligation to do so), perform the MUNICIPALITY's duty or obligation on the MUNICIPALITY's behalf, including but not limited to obtaining of reasonably required insurance policies. The costs and expenses of such performance by the COUNTY shall be due and payable by the MUNICIPALITY upon invoice thereafter.

15.0 NON-ASSIGNMENT

- 15.1. This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

16.0 GOVERNING LAW

- 16.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 16.2. The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

17.0 FORCE MAJEURE

- 17.1 The PARTIES shall not 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 and natural disasters.

18.0 COUNTERPARTS

18.1 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.

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

COUNTY OF DUPAGE

VILLAGE OF DOWNERS GROVE

Deborah A. Conroy, Chair
DuPage County Board

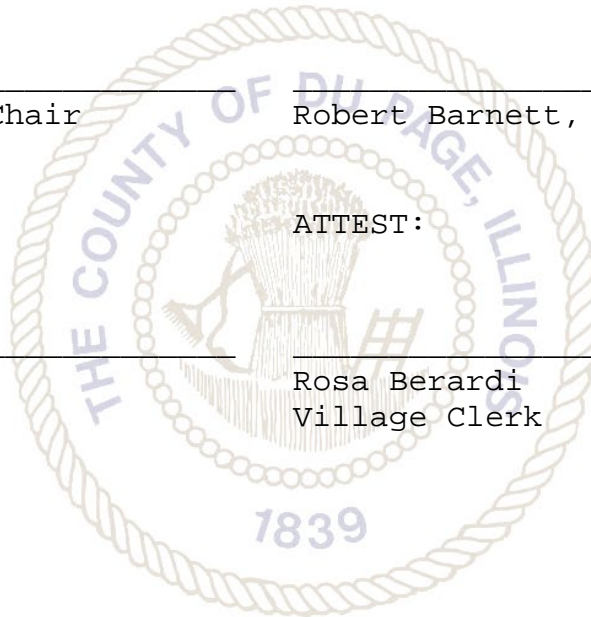
Robert Barnett, Mayor

ATTEST:

ATTEST:

Jean Kaczmarek
DuPage County Clerk

Rosa Berardi
Village Clerk





Division of Transportation County of DuPage, Illinois

Permission is hereby given per the DuPage County Highway Rights-of-Way Permit and Fee Ordinance #ODT-0001A-06, to perform work per the approved drawings, contract specifications and attachments to this Permit, as noted herein:

Permit Description: INSTALLATION OF (3) LPR CAMERAS ON COUNTY SIGNAL STANDARDS. DAILY LANE CLOSURES, GRADING AND PARKWAY RESTORATION.

County Route and Hwy: 75th Street- (CH 33)

Project Location: SEC Williams/Exner NWC Woodward

Utility WO: 4694-02

Project Owner: Downers Grove Police Department

Project Owner Contact Person: Jeremy Thayer

Contractor(s): Lyons Pinner Electrical Contractors, Walter Kleinfeldt

IMPORTANT

This permit is effective only insofar as the DuPage County Division of Transportation has jurisdiction and does not release the Permittee from complying with existing Local, County, Township, State, and/or Federal Statutes.

Failure to comply with any of the conditions of the Application, Permit, and/or the attachments made thereto shall cause said Permit, under the direction of the County Engineer, or the duly authorized assign, to become NULL and VOID and may result in the FORFEITURE of the Highway Bond Posted.

Jonathan Van Broeck 03/12/2024

For County Engineer Date Issued

No. DOT2023-0165

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

ATTACHMENTS TO PERMIT

This permit is perpetual and thus the conditions stated herein and attached to the permit are without expiration, regardless of release of the bond posted and/or permit and/or acceptance of the construction/installation as permitted.

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

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

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

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

PERMIT APPROVAL APPLIES TO LISTED EQUIPMENT ONLY AND SHALL NOT INCLUDE INSTALLATION OF AUTOMATED TRAFFIC ENFORCEMENT FEATURES OR EQUIPMENT.

APPLICANT SHALL PROVIDE REVISED CABINET WIRING DIAGRAMS (BOX PRINTS) PREPARED BY THE TRAFFIC EQUIPMENT VENDOR.

Applicant shall be required to enter into an Intergovernmental Agreement (IGA) with the County governing the installation of LPR equipment prior to undertaking any work authorized under this permit. IGA shall be fully executed by both parties in advance any work.

ATTACHMENTS TO PERMIT

DUPAGE COUNTY DIVISION OF TRANSPORTATION
TRENCH BACKFILL STANDARD IN NON-PAVED AREAS
(PARKWAYS, ETC.)

